

**2014 – 2017**

**AGREEMENT**

BETWEEN



BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD

(Hereinafter called "the Board")

AND

BRUCE-GREY OECTA ELEMENTARY TEACHERS

BRANCH AFFILIATE

(Hereinafter called "the Unit")

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## Part A: CENTRAL TERMS

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

#### 1.1 Term of Agreement

The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

#### 1.2 Amendment of Terms

The central terms of this agreement, excepting term, may only be amended during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

#### 1.3 Notice to Bargain

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

### 2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2014: 0%

2.1.2 September 1, 2015

2.1.2.1 Restoration of grid movement

2.1.2.2 Provisions in collective agreements between OECTA and English language separate district school boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97<sup>th</sup> day of the school year shall be deemed to be null and void and thereafter, shall not form part of those collective agreements.

2.1.2.3 Lump Sum Payments

#### 2.1.2.3.1 Permanent Teachers

Other than occasional teachers and term assignment teachers, all bargaining unit teachers employed by an English-language separate district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of earned wages in effect September 1, 2015. For clarity, a teacher need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum is payable within 30 days of the ratification of the Memorandum of Local Terms. In the event that a teacher in the employ of a board resigns, retires or is terminated prior to the end of the 2015 – 2016 school year, there shall be no recovery of any of the lump sum payment.

### 2.1.2.3.2 Occasional and Term Assignment Teachers

**2.1.2.3.2.1** All Occasional teachers and teachers in a term assignment in the employ of an English-Language separate district school board on September 8, 2015 shall be paid a lump sum amount equal to 1% of earned wages for the period September 1, 2015 to June 30, 2016 payable not later than July 30, 2016 or thirty days (30) from the date of ratification of the memorandum of settlement of local terms, whichever is later.

**2.1.2.3.2.2** For clarity, an occasional teacher or a teacher in a term assignment need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum.

**2.1.2.3.2.3** For purposes of all the foregoing payments and increases, employment commences upon the offer and acceptance of a teaching position.

### 2.1.3 September 1, 2016

**2.1.3.1** The parties agree that a 1% increase shall be applied to salary grids, wage schedules and to position of responsibility allowances.

**2.1.4** The parties further agree that on the 98<sup>th</sup> day of the 2016/2017 school year a further increase of 0.5% shall be applied to salary grids, wage schedules and to position of responsibility allowances.

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

### 3.1 Sick Leave Benefit Plan

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

### 3.2 Sick Leave Days

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

article for the portion of the workday for which the teacher is on an unpaid leave of absence. Sick leave days may be used for reasons of personal illness and injury, and personal medical appointments.

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

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

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

- 3.4.1** Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- 3.4.2** The government/employer will be obligated to match these contributions;
- 3.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.
  - 3.4.3.1** If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
  - 3.4.3.2** If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **3.5 Eligibility and Allocation**

- 3.5.1** The allocations outlined in paragraphs **3.2** and **3.3** above, will be provided on the first day of each school year. In the event that a teacher is absent on the first day of the school year, the allocations outlined in paragraphs **3.2** and **3.3** above will be granted subject to the restrictions outlined in paragraphs **3.5.3** to **3.5.5**. If a teacher is absent on the last day of a school year and the first day of the following school year for unrelated reasons, the allocations outlined in paragraphs **3.2** and **3.3** above will be provided on the first day of the school year.
- 3.5.2** Changes to the teacher's employment status during a school year shall result in an adjustment to allocations, as per **3.2 Sick Leave Days** and **3.3 Short-Term Leave and Disability Plan**.

- 3.5.3** Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year's allocation. A new allocation in accordance with paragraphs **3.2** and **3.3** will not be provided to the teacher until s/he has submitted medical clearance (consistent with the requirements of paragraph **3.7**) confirming that s/he is able to return to work and a bona fide return to work occurs.
- 3.5.4** A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs, before s/he will be allocated further leave under this Article in the next school year.
- 3.5.5** A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.
- 3.5.6** WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.7** LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

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

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

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

This top up is calculated as follows:

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

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

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

### **3.7 Administration**

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

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



**3.7.3** Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.

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

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

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

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

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

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

- 3.8.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **3.8.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 3.8.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6** The school boards shall enroll all teachers, identified in paragraph **3.8.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 3.8.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **3.8.4** above represented by the Association with LTD Claim kits.
- 3.8.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 3.8.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **3.8.8** above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 3.8.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **3.8.9** above.
- 3.8.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.

- 3.8.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 3.8.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 3.8.16** LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

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

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

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

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

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

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

- 4.3.1** Subject to paragraphs **4.4 - 4.6** below, a teacher employed by a board to fill a term or long-term teaching assignment that is a full year will be allocated one hundred and twenty (120) STLDP days on the first day of the teacher's assignment. A teacher who is employed by a board to fill a term or long-term teaching assignment that is less than a full year will be allocated one hundred and twenty (120) STLDP days, reduced to reflect the proportion the assignment bears to the length of the regular work year (194 days), and allocated at the start of the assignment. If a teacher's employment status is less than full time, the teacher's eligibility for short-term leave and disability days shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers eligible to access short-term leave and disability coverage shall receive payment equivalent to ninety percent (90%) of their applicable salary or daily rate.

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

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

- 4.4.1** Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP, unless directed otherwise in writing by the employee/plan member;
- 4.4.2** The government/employer will be obligated to match these contributions;
- 4.4.3** If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.
- 4.4.3.1** If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTD/LTIP benefits begin and the government/employer will be obligated to match these contributions.
- 4.4.3.2** If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

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

- 4.5.1** The allocations outlined in paragraphs **4.2** - **4.3** above, will be provided on the first day of the term or long-term assignment.
- 4.5.2** Sick leave and short-term leave and disability plan leave may only be accessed by teachers in the school year in which the allocation was provided. A teacher may use any remaining allocation of sick leave or short-term leave and disability leave in a subsequent term or long-term assignment, provided the assignments occur in the same school year.
- 4.5.3** Changes to the teacher's assignment during a school year shall result in an adjustment to allocations, as per **4.2 Sick Leave Days** and **4.3 Short-Term Leave and Disability Plan**.
- 4.5.4** WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions

made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

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

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

## **4.6 Administration**

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

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

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

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

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

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

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

- 4.7.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 4.7.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 4.7.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **4.7.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 4.7.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 4.7.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other

employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.

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

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

## 5. RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN

- 5.1** Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the **Letter of Agreement #2**) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
- 5.2** A Teacher eligible for a Sick Leave Credit retirement gratuity in accordance with **5.1** above, may request a payout of his/her gratuity by no later than May 31, 2016. The payout shall be made by August 31, 2016.
- 5.3** The payout for teachers under the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- 5.4** The payout for teachers who have reached the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of two percent (2%).

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

- 6.1** Should an existing local collective agreement provision provide a greater benefit to a teacher than the benefit provided by this provision, the existing provision shall prevail.
- 6.2** "Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement." *Growing Success: Assessment, Evaluation, and Reporting in Ontario Schools*, First Edition, 2010.

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

### 6.3 Diagnostic Assessment

- 6.3.1** Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant with



Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).

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

## **7. BENEFITS**

- 7.1** The Parties have agreed to participate in the OECTA ELHT, as set out in the appended **Letter of Agreement #5**. The date on which the board and the bargaining unit commence participation in the Trust shall be referred to herein as the "Participation Date".
- 7.2** In accordance with section 4.1.4 i) of Letter of Agreement #5 the Board will continue to provide benefits in accordance with the existing terms and conditions of the collective agreement related to life, health and dental benefit plans in effect as of August 31, 2014 until the Participation Date. Subsequent to the Participation Date, the board will cease to provide such benefits and the related collective agreement language shall cease to have effect. Notwithstanding the above, the board's obligation to provide pay in lieu for benefits to daily occasional teachers as per the local collective agreement shall continue.

## **8. EARNED LEAVE PLAN**

- 8.1** The following program is applicable to all permanent teachers.
- 8.2** OECTA bargaining units must elect between the following provision and the pre-existing attendance-related earned leave program, but shall not receive benefit under both. Such election shall be resolved prior to ratification of local collective agreements at these boards. If an OECTA bargaining unit elects a pre-existing attendance-related earned leave program, the program shall not be bargained or otherwise changed.
- 8.3** This program shall not diminish any right or entitlement under any other unpaid leave provision or practice in effect as of August 31, 2014.
- 8.4** The board will communicate no later than October 15, 2015, the 2014/2015 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.5** For the 2015-16 school year, each permanent teacher with a rate of absenteeism less than or equal to the greater of: the 2014-15 board average (as calculated in **8.4** above) minus one (1) day; or seven (7) days, shall be provided with one partially-paid day (PPD) off reimbursed at the occasional teacher rate of pay and access to one voluntary unpaid day leave of absence.
- 8.6** For each subsequent year, the process outlined in **8.4** and **8.5** above continues with the appropriate adjustment in the school year dates.
- 8.7** The targets in **8.5** above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.

**8.8** PPDs and unpaid days earned under **8.5** or **8.6** can be accumulated to a maximum of six (6) days.

**8.9** Two (2) PPDs under **8.5** or **8.6** can be combined for a paid day (PD) off at full salary.

**8.10** Part-time teachers, teachers who were hired after the commencement of the school year, and teachers that returned from WSIB and LTD, must have worked for at least ninety-seven (97) days in the school year to be eligible. In this case, the calculation per **8.5** and **8.6** above shall be pro-rated based on the number of days worked compared to the number of school days in the year.

**8.11** By October 15 of the applicable year, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under **8.5** through **8.9**.

**8.12** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.

**8.13** Access to leave days is available at any time during the school year.

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

**8.15** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.

**8.16** The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Earned Paid Leave Plan with the following principles:

**8.16.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;

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

**8.16.3** The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

**8.16.4** The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and the Income Tax Act.

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

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

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

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

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

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

**8.23** Leave days shall not be subject to calendar restrictions.

## **9. RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS**

**9.1** In addition to any other applicable leave provisions, any teacher shall be entitled to a board-approved unpaid leave of absence to work at another District School Board in Ontario or any other employer. Leaves will be granted in increments of half-year (semester/term) or full-year, as requested by the teacher, but shall not exceed twenty-four (24) months. Such teacher shall return without loss of seniority within the local bargaining unit. Application for this leave shall be made prior to March 1 of the preceding school year.

**9.2** The return of any teacher to the bargaining unit is not contingent upon there being a vacancy for which the individual is qualified.

## **10. RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS**

**10.1** Any principal or vice-principal who returns to the bargaining unit within twenty-four (24) months of their appointment to administration shall be permitted to do so without loss of seniority within the local bargaining unit.

**10.2** If a vacancy is created by the appointment it shall be filled by a permanent teacher.

**10.3** The return of any principal or vice-principal to the bargaining unit is contingent upon there being a vacancy for which the individual is qualified. In the event that no such vacancy exists, the principal or vice-principal shall be placed on the redundancy list.

**10.4** No member of the bargaining unit shall be adversely affected by being displaced or having their assignment changed as a result of the return, in the year in which the principal or vice-principal returns to the bargaining unit.

## **11. BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)**

**11.1** Should any 2012-2014 collective agreement (including practices thereunder, Letters of Intent or Understanding, Minutes of Settlement, or other memoranda) contain superior board level joint staffing committee provisions to any central or local term, or conditions that are otherwise not addressed in central or local terms, those provisions shall endure and prevail.

**11.2** The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.

**11.3** The committee shall be comprised of equal numbers of members to be appointed by the Association and the school board respectively, not to exceed six (6) members in total.

**11.4** The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.

**11.5** The committee co-chairs shall draft agenda and discussion items collaboratively.

**11.6** At a minimum, the JSC shall meet at least once in each quarter as follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.

**11.7** Discussion items and functions shall include but are not limited to:

- Enrolment
- Class size
- Existing staffing model and staff allocation
- Monitoring compliance with respect to Ministry/collective agreement staffing requirements
- Making recommendations on and monitoring the implementation of new programs/initiatives

**11.8** The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:

- Information necessary to monitor compliance with staffing requirements
- Financial information that has been publicly approved by the Board
- The number of teachers employed by the school board and changes to the numbers so employed
- Class sizes as at September 30<sup>th</sup> of each school year
- Continuing Education programs and related staffing
- NTIP
- Professional learning and Learning to 18 reforms
- E-learning
- Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
- Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers

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

## **12. RECALL RIGHTS**

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

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

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

### **13. WSIB TOP-UP**

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

### **14. PREGNANCY LEAVE SEB PLAN**

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

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

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

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

**14.5** For clarity, the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible teachers. Where superior maternity entitlements existed in the 2008-2012 collective agreement, those superior provisions shall continue to apply.

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

## 15. STATUTORY LEAVES OF ABSENCE/SEB

### 15.1 Family Medical Leave or Critically Ill Child Care Leave

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

#### **Supplemental Employment Benefits (SEB)**

- 15.1.7 The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- 15.1.8 Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- 15.1.9 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 15.1.10 The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## 16. PAID LEAVES OF ABSENCE

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

**16.2** Other paid leave provisions shall remain status quo to the local collective agreement.

## 17. HIRING PRACTICES

### 17.1 Hiring Practice

The following language shall be incorporated into every local occasional teacher collective agreement:

Occasional Teachers (OTs) play a critical role in the educational achievement of Ontario's students and Ontario's new teachers are increasingly relying on occasional teaching assignments as their introduction to the teaching profession. The OT role is challenging and builds experience which should be recognized by Boards in the hiring for Long Term Occasional (LTO) and/or permanent positions. It is critical that the process to gain such positions be fair and transparent.

#### 17.1.1 Seniority

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter.

#### 17.1.2 The Occasional Teacher Seniority Roster (the "Roster")

**17.1.2.1** The Roster shall provide, in decreasing order of seniority, the names of the Occasional Teachers, the most recent date of hire to the Occasional Teacher Bargaining Unit (seniority date), and experience.

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

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

**17.1.2.2.2** Teaching experience as a certified teacher in Ontario;

**17.1.2.2.3** Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.

**17.1.2.3** The Board shall provide the Roster, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the Roster to each teacher

worksite by Sept 30<sup>th</sup> of each school year. The Board shall post the Roster on the OECTA bulletin board at each work site.

**17.1.3 The Hiring of Occasional Teachers in Long Term Assignments:**

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

- 17.1.3.1** A Long-Term Occasional Teacher Placement List (the "LTO List") shall be generated through the following processes:
- 17.1.3.1.1** Any Occasional Teacher having a minimum of ten (10) working months seniority and having worked a minimum of 20 days in that period from the most recent date of hire, may apply to be interviewed for placement on the LTO List.
  - 17.1.3.1.2** Occasional Teachers who are recommended by the Board following an interview for placement on the LTO List, shall be assigned to the LTO List.
  - 17.1.3.1.3** Following the interview, occasional teachers not placed on the LTO List, who make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
  - 17.1.3.1.4** There shall be a minimum of two (2) interview cycles each year to place Occasional Teachers onto the LTO List. These shall occur in November, and May or as mutually agreed to between the Board and the Association. Where there is mutual agreement between the Board and the Association, the number of interview cycles may be increased.
- 17.1.3.2** The School Board in which the Long-Term Occasional position is needed will hire, according to Regulation 298, one of five Occasional Teachers from the LTO List who apply and most closely match the following requirements in the following order:
- 17.1.3.2.1** Supernumerary/Redundant teachers in order of seniority.
  - 17.1.3.2.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the LTO List who holds the required qualifications for the position, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.
  - 17.1.3.2.3** A board shall not offer to any person a LTO assignment of greater than thirty (30) school days unless a notice of the position has been posted on the board's website for at least three (3) weekdays. Each posting shall be directed to all members of the Roster.
  - 17.1.3.2.4** If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the LTO List, the qualified Occasional Teacher as per **17.1.3.2.2** above.
  - 17.1.3.2.5** In the event that no qualified Occasional Teacher on the LTO List accepts the assignment or there is no qualified Occasional Teacher on the LTO List for the assignment, the Board shall fill the Long Term assignment from the Roster.
  - 17.1.3.2.6** Hire a new teacher who is not on the Roster.
- 17.1.3.3** LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:



- 17.1.3.3.1** Without interviewing, the Board shall offer the position to one of the five (5) most senior qualified occasional teachers from the LTO List who are available for the assignment.
- 17.1.3.3.2** In the event that the chosen occasional teacher identified turns down the assignment, then the Board shall offer the position to another of the five (5) in **17.1.3.3.1** above. If necessary, the Board shall offer the position to each of the five (5), in order to fill the position.
- 17.1.3.3.3** The process outlined in **17.1.3.3.1** and **17.1.3.3.2** above remains unchanged should there be less than five (5) qualified occasional teachers from the LTO List who are available for the assignment.
- 17.1.3.3.4** Should the position remain unfilled after the process above, the Board shall repeat the process outlined in **17.1.3.3.1** and **17.1.3.3.2** above, with the next five (5) most senior qualified teachers from the LTO List who are available, until the position is filled.
- 17.1.3.3.5** If no qualified occasional teachers from the LTO List are available or the position remains unfilled after **17.1.3.3.4** above, the Board shall utilize the same procedure outlined above, relying on the Roster to fill the position.
- 17.1.3.3.6** If no qualified occasional teachers from the Roster or LTO List are available or the position remains unfilled after **17.1.3.3.5** above, the Board shall then fill the position externally (outside the bargaining unit) without restriction.
- 17.1.3.3.7** Available occasional teacher shall be defined as an occasional teacher who has not already been assigned to another LTO position during the term of the LTO assignment being filled by this process.
- 17.1.3.3.8** The Board shall provide all information related to such assignments in accordance with Article **18** - Information Disclosure to the Occasional Teacher Local Unit, as applicable.

**17.1.4** The Hiring of Occasional Teachers to Permanent Teaching Positions:

- Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the LTO List will be hired into permanent teaching positions in the following manner:
- 17.1.4.1** Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration, and received a positive evaluation\* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;
  - 17.1.4.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the LTO List, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.
  - 17.1.4.3** The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.
  - 17.1.4.4** Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

\* the evaluation referred to will be a templated process (greatly simplified from, and not considered equivalent to, a regular TPA) mutually agreed to by the local school board and the local occasional teacher bargaining unit. Evaluation shall be compulsory for all Occasional Teachers in their first LTO assignment of 4 or more months duration, with any given school board. The parties to this agreement shall develop and implement a standardized occasional teacher evaluation process no later than September 1, 2013.

## **18. INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT**

**18.1** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:

**18.1.1** The absent teacher's name, assignment and school;

**18.1.2** The start date of the assignment and the duration;

**18.1.3** The name of the occasional teacher or individual filling the absence;

**18.1.4** The date/time the job was posted;

**18.1.5** The date/time the job was filled;

**18.1.6** The name of any certified teacher not on the occasional teacher roster, employed to fill a teacher absence;

**18.2** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis:

**18.2.1** The name of any teacher on a Temporary Letter of Approval;

**18.2.2** The name of any individual on a Letter of Permission;

**18.2.3** The name of any uncertified person employed to replace an absent teacher.

**18.3** The Board shall provide to the Occasional Teacher Bargaining Unit:

**18.3.1** Commencing September 1, 2015, the current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.

**18.4** Commencing September 1, 2015, for each LTO and permanent position, the Board shall provide the following information to the Occasional Teacher Bargaining Unit President:

**18.4.1** The job posting at the time the posting is circulated in the system;

**18.4.2** The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;

**18.4.3** The list of interviewees for LTO positions greater than thirty (30) days and permanent positions, within three (3) weekdays of the closing of the posting;

**18.4.4** The name of the successful candidate within three (3) weekdays of the successful applicant being selected;

**18.4.5** In boards where the above information in **18.1** through **18.4** is provided more expeditiously, the boards shall continue to do so.

## **19. ACCESS TO INFORMATION**

**19.1** School Boards and the Ministry of Education will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.

**19.2** By August 15 of each school year, every school board shall collect and provide to the Ministry of Education, OECTA and OCSTA electronic data regarding sick leave usage and other paid leave usage for all teachers during the prior school year. This shall be provided in aggregate by panel.

**19.3** Boards authorize the Ministry of Education to provide all the financial and non-financial information collected through the Education Financial Information System (EFIS) to OECTA and OCSTA.

## **20. CENTRAL DISPUTE RESOLUTION PROCESS**

**20.1** The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement. OCSTA and/or the Association may seek a decision through final and binding arbitration to resolve any difference arising from the interpretation, application or administration of any central term of the collective agreement, using the following process:

**20.1.1** OCSTA and the Association shall agree on a list of three (3) arbitrators who agree to participate and who are able to provide the parties with a list of available dates that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable the parties shall agree to a replacement(s) in order to maintain a complement of three (3) arbitrators. The initial selection and the replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.

**20.1.2** The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2014 to August 31, 2017 and for the 2017- 2018 school year.

**20.1.3** The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.

**20.1.4** Within 30 working days of becoming aware of a matter giving rise to a dispute, a party shall provide notice of the dispute and refer it to the following informal process:

**20.1.4.1** A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.

**20.1.4.2** Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.

**20.1.4.3** The DRC shall meet within five (5) working days of receiving a notice of a dispute with particulars. Meetings may be held in person, by teleconference or in any other manner agreeable to the representatives of the DRC.

**20.1.4.4** The DRC will review and discuss all notices of disputes received. Any positions taken during the course of the informal process are without prejudice. The parties may mutually agree to the resolution of a dispute at any point in the process prior to the decision of an arbitrator. The resolution shall be binding as if it were a decision of an arbitrator unless otherwise mutually agreed upon. The Crown shall have the right to give or withhold approval to any resolution between the central parties.

- 20.1.4.5** Within five (5) working days of the resolution being reached, it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.5** Following ten (10) working days of providing notice as per **20.1.4** above, either central party may refer the dispute to arbitration. The party seeking a decision through final and binding arbitration shall notify the other party and the Crown in right of Ontario, ("the Crown") in writing of its intent to do so. The parties shall be responsible for notifying their respective constituents.
- 20.1.6** Within ten (10) working days of receipt of the notification in paragraph **20.1.5**, the Association and OCSTA shall exchange, in writing, a statement of fact outlining the particulars of the grievance including a description of the issue and their respective positions with respect to the interpretation, application or administration of the central term or condition in question, and the facts to be relied on. Within five (5) working days of the receipt of written notification pursuant to paragraph **20.1.5**, the Crown shall advise the parties in writing of its intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.
- 20.1.7** Within thirty (30) calendar days of the completion of the hearing, the arbitrator shall render a decision in respect of whether or not there has been a breach of the collective agreement. The arbitrator shall remain seized with respect to remedial issues arising from the breach of the collective agreement.
- 20.1.8** The arbitrator shall have all of the powers provided to arbitrators under the *Ontario Labour Relations Act* and under subsection 43(5) of the *School Boards Collective Bargaining Act, 2014*, and the authority to order a remedy consistent with those powers which the arbitrator considers just and appropriate in the circumstances.
- 20.1.9** It is understood that a hearing may take place after regular business hours, by mutual agreement of the parties, in order to expedite resolution of the matter.
- 20.1.10** Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.
- 20.1.11** Within five (5) working days of the decision being rendered it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.12** The arbitral costs of resolving any dispute shall be shared equally between OCSTA and the Association and the Crown shall be responsible for its own costs.
- 20.1.13** Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- 20.1.14** All timelines set out in this article may be abridged or extended by mutual consent of the central parties.
- 20.1.15** For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Changes to FTE Status Pilot Project**

Changes in Full-Time Equivalent Status (FTE)

Except in school boards where the local bargaining unit and school board agree that there is collective agreement language or a documented program which provides a greater benefit and accordingly shall remain in effect, the provisions below shall be implemented on a trial basis for the final school year of the 2014-2017 collective agreement only. Any dispute regarding the above shall be referred to the central dispute resolution process. For the duration of the trial period only, existing terms and conditions with respect to teachers voluntarily requesting to reduce or increase their FTE shall be suspended. Any teacher who changes FTE status in accordance with this provision during the trial period shall be entitled to revert to the FTE status in effect immediately prior to the trial effective at the commencement of the following school year and the applicable surplus and redundancy provisions shall apply if a return to fulltime status cannot be accommodated through available vacancies.

1. Increases in FTE Status

A part-time teacher seeking to increase their assignment to full-time for the following school year shall, by no later than February 28, 2016, notify the Board in writing in accordance with the procedures of the Board. Subsequent to any local transfer and placement procedures but prior to offering permanent vacancies to members of the occasional bargaining unit or to external hires, the Board shall first offer permanent vacancies to qualified part time teachers who have indicated an interest in a full-time assignment in accordance with this article. A part time teacher moving to a full time assignment may select, by seniority, from available openings for which they are qualified, consistent with the practices, needs and schedules of the Board and its schools. Approval of the teacher selection shall not be unreasonably denied. During the pilot period, any concerns may be raised at the joint board level staffing committee.

2. Decreases in FTE Status

Full-Time to Part-Time

Teachers seeking to reduce their full-time assignment to a part-time assignment for the following school year must make a written request, to the Director of Education or designate, prior to February 28, 2016. Requests shall be granted where practical, as determined by the Director of Education or designate. Such requests shall not be unreasonably withheld. The structure of the reduced assignment must be consistent with the needs of the Board and school, as well as the program and/or schedule of the school.

For purposes of clarity, this provision shall not apply to requests for leaves or part time leaves of absence.

## LETTER OF AGREEMENT #2

### Re: RETIREMENT GRATUITIES

#### Retirement Gratuity

1. Those employees who, on August 31, 2012, were eligible for a retirement gratuity shall have their accumulated sick days vested as of that date, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement, those employees who were eligible for a retirement gratuity on August 31, 2012, shall receive a gratuity payout based on the number of accumulated vested sick days under 1 above, years of service, and annual salary as at August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days were eliminated.

#### Non-Vested Retirement Gratuity for Teachers

1. The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.
2. Those teachers with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These teachers shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each teacher by the end of the school year.

**LETTER OF AGREEMENT #3****BETWEEN**

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

**AND**

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

**RE: Health and Safety**

Whereas health and safety is a shared responsibility between the workplace parties;

and whereas legislation governs obligations with respect to health and safety in the workplace;

and whereas school boards have developed policies, practices and procedures to comply with these legislative requirements;

and whereas the central parties are committed to supporting local workplace health and safety.

1. The Parties agree to establish a provincial health and safety committee no later than thirty (30) days after ratification of central terms. The committee will be comprised of four (4) representatives from the Ontario Catholic School Trustees' Association (OCSTA) and four (4) representatives from the Ontario English Catholic Teachers' Association (OECTA). Each Party will appoint a co-chair from their representatives. The committee will meet no less than four (4) times annually to discuss health and safety matters important to the sector.
2. The committee will identify best practices as they relate to health and safety initiatives.
3. Without limiting the foregoing, the committee will consider the following substantive matters:
  - a) Occupational health and safety training, including training for occasional teachers;
  - b) The Provincial Model for a Police/School Board Protocol including securing of classrooms as it relates to occasional teachers;
  - c) Reporting mechanisms for workplace harassment, discrimination and violence;
  - d) Health and safety considerations in high risk areas of the school; and
  - e) Any other health and safety matters raised by either party.
4. The committee will create a resource document that identifies and develops effective health and safety practices and promotes these practices to school boards. This resource is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.
5. Without limiting either party's rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Existing Provisions on Utilization of Sick Leave/STLDP Days**

The parties acknowledge that should rights or terms and conditions of employment in effect as at August 16, 2015, provide that teachers may use sick leave/STLDP days for reasons other than those described in Articles 3 and 4, sick leave/STLDP days may be used for those reasons as well.

Any difference arising from the interpretation, application or administration of this Letter of Agreement may be referred to the Central Dispute Resolution Process for final and binding resolution.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

The parties agree that this Letter of Agreement shall be reviewed at the next round of central bargaining.



**LETTER OF AGREEMENT #5  
BETWEEN**

**The Ontario Catholic School Trustees' Association  
(hereinafter called 'OCSTA')  
- and -  
The Ontario English Catholic Teachers' Association  
(hereinafter called the 'OECTA' or the "Association")  
- and -  
The Crown**

**RE: Benefits**

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

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

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

**1. PRINCIPLES**

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

benefits plan for that group. The Trustees, as defined in 2.1, will develop an affordable and sustainable benefits plan that is based on the funding available to the other employee group(s).

## **2. GOVERNANCE**

### **2.1 Board of Trustees**

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

**2.1.2** The Trustees shall also include 2 additional trustees (the "Additional Trustees"), one of whom shall be appointed by OECTA and one of whom shall be appointed by the OCSTA/ Crown.

Each Additional Trustee shall have significant experience in the area of employee benefits, or have expertise in the employee benefits field and be an accredited member in good standing of a self-governed professional organization recognized in Canada in the legal, financial services, actuarial or benefits consulting field whose members have a recognized expertise relevant to employee benefits.

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

**2.1.3** All voting requires a simple majority to carry a motion.

**2.1.4** OECTA shall determine the initial term and subsequent succession plan for their Trustees. OCSTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees.

## **3. ELIGIBILITY AND COVERAGE**

**3.1** The Trust will maintain eligibility for OECTA represented employees who are covered by the Local Collective Agreement ("OECTA represented employees") as of August 31, 2014 except for individuals covered under section 4.1.4 i. below, and, to the extent they are eligible for benefits from subsisting benefit plans, former and retired OECTA represented employees. The Trust will also be permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop a plan based on the level of funding that the group brings to the Trust.

**3.2** Any new group that requests inclusion into the Trust will be provided a generic branding for their respective benefit plans.

- 3.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.4 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation Date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.5 No individuals who retire after the Board Participation Date are eligible.
- 3.6 The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.7 Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

#### 4. **FUNDING**

##### 4.1 **Negotiated Funding Amount, Board Contributions**

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

a.

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

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

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with i).

- iii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 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 31<sup>st</sup> and 720 on March 31<sup>st</sup>, the annual FTE count shall be 710 for funding purposes.

- b. Calculations in a.i), a.ii) and 0 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 0 shall include all regular teachers, and all Long Term Occasional Teachers (LTOs). It is understood that Continuing Education Teachers and Adult Education Teachers are counted as part of the board's total FTE. For clarity, where a person is on leave and is replaced by an LTO, only one of the two individuals are included, not both. It is understood that the calculation of the number of regular teachers and the number of LTOs is not subject to any existing contractual language that limits regular teacher or LTO eligibility or pro-rates their entitlement to benefits.

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
  - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.
- 4.1.5** All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on

the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.

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

- 4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.
- 4.1.7** Sixty days prior to the Participation Date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8** The Board shall deduct premiums as and when required by the Trustees of the OECTA ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OECTA ELHT with supporting documentation as required by the Trustees.
- 4.1.9** Any other cost sharing or funding arrangements are status-quo to the local collective agreement, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.10** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.3.0 and 3.4.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

## **4.2 Start-Up Costs**

- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
  - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up

costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.

- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.
- 4.2.4** In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- a. All Boards' reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
  - b. For the Administrative Services Only plans (ASO), a surplus (including deposits on hand) will be distributed to the Trust, net of claims, no later than 5 months after the participation Date based on employees' co-share, or as determined through discussions with the carrier. Employees will have 3 months after the participation Date to submit claims. After this period they will not be eligible.
  - c. Where there are active grievances related to surpluses, deposits and or reserves, the amount in dispute shall be internally restricted by the Boards until the grievance is settled.
  - d. Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has been combined, the existing surplus will be allocated to each group based on the following:
    - i. If available, the paid premiums or contributions or claims costs of each group; or
    - ii. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

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

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

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

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

### **4.3 Interim Benefits Coverage**

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

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

## **5. SHARED SERVICES**

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

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

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

## 5.2 Trustees

- 5.2.1** The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:
- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
  - b. The annual reports of the auditors and actuaries.
  - c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
  - d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding Policy;
  - j. The Investment Policy and changes to the Investment Policy;
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 5.2.2** Despite 5.2.1, the Additional Trustees shall not vote on the adoption of the initial Benefit Plan design.
- 5.2.3** Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund claims stabilization or other reserves; and/or
  - b. Improve plan design; and/or
  - c. Expand eligibility; and/or
  - d. Reduce member premium share.
- 5.2.4** Under the Funding Policy, actual and projected funding deficiencies (per s.6.1) of the Trust will be addressed no later than the next regular plan renewal (as of September 1<sup>st</sup>) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds; and/or
  - b. Increased member share premium; and/or
  - c. Change plan design; and/or
  - d. Cost containment tools; and/or
  - e. Reduced plan eligibility; and/or
  - f. Cessation of benefits, other than life insurance benefits.
- The Funding Policy shall require that the Trustees and the Additional Trustees to take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 5.2.5** The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of all of their service providers.
- 5.2.6** The Trust shall provide "trustee liability insurance" for all Trustees.



**6. ACCOUNTABILITY**

- 6.1** Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.
- 6.2** Copies of the audited financial statements and actuarial evaluation report requested in section 6.1 above, will be shared with OECTA, OCSTA and the Crown.

**7. TRANSITION COMMITTEE**

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

**8. ENROLMENT**

- 8.1** For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within 5 days from their acceptance of employment.
- 8.2** For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3** Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4** The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5** Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

**9. Errors and Omissions**

- 9.1** Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2** If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

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

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

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

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

**Appendix B**

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

**Medical Certificate**

**Part 1 – Employee - please complete following:**

\_\_\_\_\_

(Employee Name)

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

I hereby consent to the completion of this form by:

\_\_\_\_\_

(Treating Medical Practitioner's Name)

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

\_\_\_\_\_

(Signature of Employee)

\_\_\_\_\_

(Date)

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

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

\_\_\_\_\_

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

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

Non-occupational illness/injury

Occupational illness/injury

3. Is he/she receiving treatment:  Yes  No

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

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

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

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

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

unable to return to work at this time

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

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

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

**Part 3 – Medical Practitioner – please complete the following:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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PREAMBLE

Whereas it is the common goal of the Board and the members of the OECTA Unit to provide the best possible, affordable educational services for the children under the jurisdiction of the Bruce-Grey Catholic District School Board; and

Whereas it is firmly held that this educational service should be based on sound principles of a Christian and Catholic character; and

Whereas to achieve this common goal it is essential that the Board and Teachers strive to create and maintain a harmonious relationship;

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

The Bruce-Grey Catholic District School Board and the Bruce Grey Elementary OECTA Bargaining Unit are committed to ensuring quality learning experiences by nurturing each student in body, mind and spirit.

ARTICLE 1 - RECOGNITION

- 1:01 a) The parties to this Collective Agreement are the Bruce-Grey Catholic District School Board hereinafter called "the Board" and the Bruce-Grey OECTA Elementary Teachers' Unit hereinafter called "the Unit".
- b) Teachers employed by the Board who are assigned both Elementary (JK -8) and Secondary (9 -12) responsibilities, and whose assignment is more than 50% at the Elementary Level, are the members of the Elementary Unit.
- c) The Board recognizes OECTA Provincial as the sole and exclusive bargaining agent for all Members of the Unit.
- d) The Board recognizes the officers of the Unit as the elected representatives of the Members of the Unit.
- e) Where the Board establishes a committee requiring Association representation, the Association representative shall be appointed by the authorized representative of the Bruce-Grey Elementary Unit.
- 1:02 The terms of the Collective Agreement shall apply to all Members of the Unit unless specifically stated otherwise.

ARTICLE 2 - MANAGEMENT RIGHTS

The Board has the right and obligation to manage the affairs of the system, including the right to:

- a) hire, transfer, promote, demote, discipline, dismiss or assign duties to or layoff Teachers subject to the provisions of this Collective Agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- b) plan and control the teaching program of the system in co-operation with Educators and to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations that govern Teachers. Such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement.

- c) every provision of this Collective Agreement shall be construed in such a way as to enhance and give full effect to the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.
- d) nothing in this Collective Agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.

### ARTICLE 3 - DEFINITIONS

#### 3:01 Definitions

##### a) Teacher in Charge/Designated Teacher

It is understood that the term "Designated Teacher" is consistent with the position outlined in PPM 145 with regard to the delegation of authority. **Each time a Teacher is delegated authority as Teacher in Charge/Designated Teacher, the Delegation of Authority form shall be signed, in a timely manner.**

- i) The parties recognize that from time to time School Administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations Teacher(s) may be designated as a "Teacher in Charge/Designated Teacher" at a school. All Teachers who have completed their probationary period may register annually for this position. Each Teacher in Charge/Designated Teacher will be designated from this list on a rotational basis.
- ii) No Teacher shall be assigned without his/her consent.
- iii) A Teacher in Charge/Designated Teacher will remain a member of the Bargaining Unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- iv) When the Principal is absent, the Teacher in Charge/Designated Teacher is responsible for responding to emergency situations. The Teacher in Charge/Designated Teacher will fulfill his/her duties by following established procedures.
- v) The Teacher in Charge/Designated Teacher shall not participate in evaluation or disciplining of Teachers, including Occasional Teachers, or any other Board Employee in the school.
- vi) The Teacher in Charge/Designated Teacher shall be provided with the emergency contact numbers of the Principal, Vice-Principal and Superintendent.
- vii) The services of a Teacher in Charge/Designated Teacher shall only be called upon when the School Administrator(s) are absent from the school.
- viii) Teachers in Charge/Designated Teachers shall receive at least one-half (½) day of in-service on a school day no later than September 30<sup>th</sup>.
- ix) When the Teacher in Charge/Designated Teacher is a Classroom Teacher, they shall be replaced with an Occasional Teacher, if the Principal is absent for a half a day or greater. Replacement of Non-Classroom Teachers shall not adversely affect other Teachers.

b) Consultant

For the purposes of the Collective Agreement, a Consultant is defined as a qualified Teacher as defined in the Education Act and its Regulations appointed by the Board to coordinate programs and advise and assist Teachers, Principals and Support Staff throughout the system in methods of instruction.

c) Acting Administrators

- i) The Board may assign to a Teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the school year in which the assignment is made.
- ii) No Teacher shall be assigned without his/her consent.
- iii) Acceptance by the Teacher of such duties on a temporary basis shall not interrupt the Teacher's accumulation of seniority rights or credit for experience under the provisions of this Collective Agreement or his/her membership in the Unit.
- iv) All provisions of the Collective Agreement shall apply to the Teacher during the term of the assignment.
- v) The assigned Teacher shall not participate in the evaluation or disciplining of Teachers including Occasional Teachers.
- vi) An assigned Teacher shall be replaced by an Occasional Teacher for the duration of the assignment.

d) Teacher - A Teacher is a person who is registered with the Ontario College of Teachers as defined in the Education Act, and its Regulations, and employed with the Board to teach in the regular day school program.e) Full-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act, and Regulations whose assigned teaching and supervisory time during the school day totals 100% of the scheduled school day for the particular school(s) to which the Teacher is assigned. The professional responsibilities of a Teacher are as set out in the Education Act and Regulations.f) Part-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act and Regulations whose assigned teaching and supervisory time during the school day is expressed as a percentage of a Full-Time Teacher.g) Q.E.C.O. -The Qualifications Evaluation Council of Ontario.h) Experience Allowance - An increment paid for actual full or part-time teaching experience in recognition of increased skill and knowledge gained from the teaching experience.ARTICLE 4 - NO STRIKES OR LOCKOUTS

During the term of this Collective Agreement or any renewal thereof, there shall be no strike or lockouts as defined in the Ontario Labour Relations Act.

## ARTICLE 5 - UNION REPRESENTATION

### 5:01 Election of Association Representatives

The Board recognizes the appointment or election by the Teachers of one or more Association Representative(s) at each school or worksite. The Unit shall forward such a list of Association Representatives to the Board by September 15 of each year.

The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.

### 5:02 Association Representatives

The Association shall forward a list of all the Unit Officers to the Board by September 1<sup>st</sup> of each year. The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business. The authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations.

A Teacher shall be advised in advance of any meeting which is or may be disciplinary in nature. The Board and its Representatives recognize the right of a Member to Association representation and will:

- a) advise the Teacher of same
- b) schedule such meeting at a time that is mutually convenient.

### 5:03 Negotiating Committee

- a) The Board and the OECTA Unit recognize the negotiating team appointed by each party as the committee authorized to negotiate on behalf of their respective party.
- b) The negotiating teams shall consist of up to six (6) members representing the Unit and up to six (6) members representing the Board. Each negotiating team shall endeavour to identify the members of their team no later than the first negotiating meeting.

### 5:04 Liaison Committee

- a) The Board and the Unit shall form a joint Liaison Committee made up of the President of the Unit and two members of the Unit Executive, the Superintendent of Human Resources and two persons to represent the Board.
- b) Purposes of the Liaison Committee:
  - i) To examine concerns, problems or issues related to the implementation of this Collective Agreement, which may arise from time-to-time.
  - ii) To consult and make recommendations on any matters of interest to either party.
  - iii) To deal with issues pertaining to the implementation of Board and Government initiatives.
- c) The deliberations of this committee shall not delete, modify or amend any clause in the Collective Agreement except as provided in this Collective Agreement.

- d) Meetings shall be arranged between the President of the Unit and the Superintendent of Human Resources and they shall meet in each term unless it is mutually agreed that they forego the meeting for that term.

5:05 Joint Professional Development (PD) Committee

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

The Joint PD Committee will promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

The Joint PD Committee will consist of three (3) representatives appointed by the Board and three (3) representatives appointed by the Unit.

The representatives of the Teachers and the representatives of the Board shall each nominate one of their number as a Co-Chairperson.

The Joint PD Committee shall meet at least **two (2)** times **and as required** per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings shall be called within 2 weeks by mutual agreement of the Co-Chairs. The first meeting of the Joint PD Committee will be called prior to September 15 of each school year.

**Terms of Reference:**

- 1. The Joint PD Committee will monitor and address ways in which funds generated by the allocation in the Grants for Student Needs will be used to enhance professional learning opportunities for Teachers.**
- 2. The Joint PD Committee will promote best practices in the implementation of professional learning which shall be embedded in the instructional day.**
- 3. The Joint PD Committee will advise the Board in a timely manner regarding the scheduling of appropriate professional activities for the subsequent school year.**
- 4. The Joint PD Committee will provide feedback for the professional activities for Teachers during Professional Activity Days to ensure that they are consistent with the learning goals identified in the Teachers' Annual Learning Plans.**
- 5. The Joint PD Committee will promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.**
- 6. The Joint PD Committee will provide advice and assistance to Board staff who are assigned responsibility for providing professional development to Teachers and for planning such activities.**
- 7. The Joint PD Committee will consult and advise on other issues related to Teacher professional learning as agreed by the Board and the Association.**

5:06 Membership in the Union

It is the mutual desire of the Board and the Unit that all Teachers shall exercise their rights under this Collective Agreement, or the applicable Statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

5:07 Upon request, the Board, through the Director or Designate, will supply the Unit President with information regarding Teachers' salaries, experience, qualifications, responsibility allowance where applicable, and benefit information as prescribed and limited by the Freedom of Information and Protection of Privacy Act.

ARTICLE 6 - DISPUTE RESOLUTION PROCESS

6:01 For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

It is the mutual desire of the Board and the Local Bargaining Unit that all grievances be settled as fairly and as promptly as possible.

6:02 Informal Stage

Any dispute, individual or policy, should first be discussed with the School Principal or the Immediate Supervisor within ten (10) working days of the event or circumstances giving rise to the complaint. **In the case of an individual grievance, the Teacher shall have the right to, and will be represented by, the Association** for such meeting with the School Principal or Immediate Supervisor. If the dispute is not resolved within ten (10) working days of informal discussion, a formal grievance may be filed at Step One **by the Association**.

6:03 Formal Stage  
Step One

At the conclusion of the informal process, or if no resolution has been reached, a formal grievance, with a copy to the Principal/Supervisor, shall be submitted to the Superintendent of Human Resources within ten (10) working days.

A formal grievance must:

- a) be in writing;
- b) include the name of the Grievor(s), and a description of the action(s) or event(s) giving rise to the grievance;
- c) identify the redress sought;
- d) include the specific clause(s) allegedly breached.

The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The Superintendent of Human Resources shall answer the grievance in writing within ten (10) working days of the receipt of the statement of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

6:04 Step Two

Within ten (10) working days following the decision under Step One, the grievance may be submitted to the Director of Education or Designate. A meeting will then be held with the Director of Education or Designate within ten (10) working days of the receipt of the grievance.



The decision of the Director of Education shall be delivered in writing within five (5) working days of such meeting. Failing settlement, either party may submit written notice to refer the matter to arbitration within ten (10) working days after the reply in Step Two is given.

6:05 The **Association** may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Collective Agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration as provided for in this Article.

6:06 A complaint or grievance arising from an allegation by the Board that the Teachers or the Unit Executive have violated a provision of this Collective Agreement will be referred to the Unit Executive 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 6:08.

6:07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

6:08 Arbitration

Failing settlement of the grievance, either party may, after exhausting the grievance procedure established by this Collective Agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall be delivered to the other within ten (10) working days of the reply under Step Two. The recipient party shall, within ten (10) working days, advise the other of the name of **the legal counsel representing them in Arbitration**.

The parties **will** refer the matter to a single, mutually agreed upon, arbitrator.

6:09 The **Arbitrator** 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 Teacher affected by it.

6:10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6:11 Each of the parties hereto will **share** the expense of the **Arbitrator**.

6:12 The **Arbitrator** shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.

6:13 Notwithstanding the procedure above, either party may request the Minister of Labour to refer a grievance matter to a single arbitrator in accordance with Article 49 of the Ontario Labour Relations Act.

6:14 The time limits specified in this Article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the Grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of registration of a registered

letter, the date on a courier receipt or the date of hand delivery shall be deemed to be the date of any submission or decision.

- 6:15 The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.

#### ARTICLE 7 - PERSONNEL FILES

- 7:01 a) In all aspects related to files, personnel information relating to Employees, the Board and the Unit will comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act and any amendments thereto.
- b) The Board shall inform Members of the Unit of any third party documents which are placed in his/her personnel file.

**For clarity, there will be no documents or correspondence included in a Teacher's personnel file from individuals of the general public, including but not limited to, parents, students or individuals acting as their agents.**

- c) A Teacher shall have access during normal business hours to his/her personnel file upon written request to the Superintendent of Human Resources. The Teacher may copy any material contained in these files.

An appropriate Board Official shall be present when a Teacher reviews his/her file and the Teacher may be accompanied by an individual of his/her choice.

- d) Where a Teacher authorizes, in writing, access to that Teacher's personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- e) Teachers shall receive copies of any materials placed in their personnel file pertinent to the Teacher's conduct or of a disciplinary nature within 5 working days of the material being filed.
- f) A Teacher shall have the right to object in writing to the accuracy or completeness of any document in the personnel file, and such objection shall be filed with the disputed document.

#### ARTICLE 8 - SENIORITY

*Seniority shall mean the length of continuous service from the most recent date of hire. A Teacher's continuous experience shall be as reflected on the seniority list. The Board will prepare and make available to the Unit President, and each school, seniority lists as follows:*

- a) A seniority list for Elementary Teachers in each school.
- b) A Board-wide seniority list for Teachers in the panel.
- c) These lists shall be posted in each school by October 31<sup>st</sup> of the school year.

Teachers will endeavour to bring all discrepancies to the Board's attention within 30 days of the posting. Amendments shall be reflected on the next posted list. Any amendments will be brought to the Unit President's attention.

In the event that a Teacher transfers between the Secondary and Elementary panels, the Teacher will have the seniority and contractual status in effect at the time of transfer applied to the placement on the seniority list.

#### ARTICLE 9 – JOB POSTINGS

- a) Vacancies are defined as those teaching positions within the Bargaining Unit which may become available due to attrition, growth, transfer or newly created positions. Newly created positions include but are not limited to new or expanding programs.
- b) All vacant or newly created teaching positions as of June 1<sup>st</sup> will be posted at each school and on the board website for a period of five working days for the consideration of Bargaining Unit Members currently employed by the Board. Qualified Bargaining Unit Members shall be **given primary consideration** prior to the placement of external hires.
- c) All vacant or newly created positions that occur between the beginning of the school year and June 1 will be posted at each school and on the Board website for a period of five working days for the consideration of Bargaining Unit Members currently employed by the Board. It is understood that a vacancy created by the placement of the successful applicant to the initial vacancy need not be posted internally.
- d) Positions posted will be the actual positions filled by the successful candidate. Exceptions may occur by mutual consent.**
- e) All Teachers who have completed their probationary period may apply for the position. The criteria for considering qualified Bargaining Unit Members, the Board will consider:
  - i) Teacher Qualifications (OCT)
  - ii) Seniority as per Article 8
  - iii) Years qualified in the area/subject/division posted (OCT)
- f) Prior to any new hires, Teachers laid off as a result of the redundancy provisions, in order of seniority, and after internal transfers, will be offered any full-time or part-time vacant teaching positions within the jurisdiction of the Board.
- g) In considering appointments to full-time teaching positions, the Board shall give primary consideration to qualified Part-time Bargaining Unit Members employed by the Board.
- g) If positions of responsibility provided for under this Collective Agreement become vacant or are newly created and the Board has not temporarily appointed a Member of the Unit to fill the position, the Board will post the position at each school for the consideration of Bargaining Unit Members currently employed by the Board before advertising the position externally.

#### ARTICLE 10- DISCIPLINE, DISMISSAL, TERMINATION

##### 10:01 Discipline, Dismissal, Termination

- a) No Teacher who has successfully completed their probationary period shall be disciplined, subject to disciplinary transfer, suspended, demoted, or discharged without just cause.
- b) No Teacher during their probationary period will be discharged or disciplined without just cause; however, the parties agree that a lesser standard than for permanent Teachers shall apply.

- c) For the initial year of employment with the Board, a Teacher will be on probation. The one-year probationary period can be extended by the Board for a period of up to one year.
- d) A dismissal for denominational cause will not be the subject of a grievance or arbitration.
- e) The Board shall provide the Teacher with 30 days' written notice of termination of employment.
- f) Such notice shall state the reason(s) for termination.
- g) Such notice shall be sent to the Teacher's last known address or via hand delivery by the Supervisory Officer to the Teacher.
- h) The Teacher may invite a Unit Representative to attend any meeting with any supervisory personnel to take notes during the meeting. Two hour notice of such meeting shall be given and it is agreed that the meeting shall not begin until a Unit Representative is present.
- i) A Teacher shall provide a minimum of 30 days' notice of resignation.
- j) If a Teacher is the subject of an investigation or determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the Collective Agreement.

#### ARTICLE 11 - SURPLUS AND REDUNDANCY

##### 11:01 Definitions

- a) Surplus Teacher - a Teacher who, after the staffing needs of a particular Elementary school have been determined by the Board, is surplus to that Elementary school.
- b) Redundant Teacher - a Teacher who, after the staffing needs of the Elementary schools have been determined by the Board, is surplus to the Elementary panel.
- c) Teachers declared redundant shall be notified in writing by June 15<sup>th</sup> to have effect August 31<sup>st</sup>.

##### 11:02 General Application

- a) For the general purposes of Article 11, the Board shall, when exercising its responsibility to determine which Teachers are to be declared surplus and redundant:
  - i) Declare Teachers surplus or redundant in order of seniority.
  - ii) Take into account the classes, programs, responsibilities and needs of the school system under its jurisdiction.
  - iii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
  - iv) Take into account the qualifications of the Teachers in the employ of the Board.

- b) After consultation with the Unit, the Board may declare individual Teachers ineligible to be declared surplus or redundant because of program needs or responsibility of their assignment. The Director of Education or Designate shall consult with the President of the Unit before any recommendations are made to the Board pursuant to this provision.

#### 11:03 Declaration of Surplus

- a) Where it is determined by the Board that there may be a surplus of Teachers in a particular school, the Director of Education or Designate will advise the Unit President.
- b) Since Teachers are employed to teach for the Board, and not in a particular school, in the event that the Board reduces the number of Teachers in any one school as provided in Article 11:04 Order of Criteria for Determining Surplus Teachers to a School, the transfer clause in this Collective Agreement shall be waived and all Teachers declared surplus will be placed in any available position for which they are qualified. Teachers who cannot be placed in available positions for which they are qualified, will be laid off subject to the provisions of Article 11:05 Declaration of Redundancy.
- c) In order to be placed in a vacant position, a surplus Teacher must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

#### 11:04 Order of Criteria for Determining Surplus Teachers to a School

The Teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Board as reflected on the seniority list as determined by Article 8 a).
- b) Where continuous experience with the Board is equal, continuous teaching experience in the school in question will be the deciding factor.
- c) Where a) and b) above are equal, the highest category placement (A1-A4) as determined by QECO will be the deciding factor.
- d) Where a), b) and c) above are equal, teaching experience recognized by the Board for salary purposes will be the deciding factor.
- e) Where it is determined by the Board that all factors set out above are equal, a determination will be made by lot conducted by both the Director of Education and the President of the Unit.
- f) Teachers who have been declared surplus to school will be given consideration to return to the school from which they were declared surplus should a position become available at that school up to and including June 30.

#### 11:05 Declaration of Redundancy

Where it is determined by the Board that there may be a surplus of Teachers in the Elementary schools who cannot be placed in the school system, the following steps will be taken:

- a) After consultation with the Unit, the Director of Education or Designate will identify the least senior Teachers in the Unit. Thereafter, the Director of Education or Designate shall send a notice to the Unit President and the Teachers who may be redundant within seven (7) working days of determining that the redundancy may occur.
- b) Redundancy will be considered to be just cause for the termination of a Teacher's employment as provided for under this Collective Agreement and such termination will not be considered disciplinary.
- c) Subject to paragraph (f) below and prior to any new hires, Teachers who have been laid off pursuant to this Article shall be recalled to available teaching positions with the Board in reverse order of lay-off provided that they possess the qualifications required by the Ministry of Education to teach the division, subject(s) and/or programs for the available position(s).
- d) A Teacher must exercise his or her right of recall within five (5) calendar days of being notified about the available position. A Teacher may refuse to exercise his or her right of recall two (2) times only. In the event that a Teacher does not exercise his or her recall rights a third time, the Board has no further recall obligations to that Teacher. It is understood that acceptance to a recall position that is less than full time will not count as one of the two (2) refusals referred to above.
- e) If a Teacher accepts a part-time position because a full-time position is not available, that Teacher shall be offered the first full-time position that becomes available for which the Teacher is qualified.
- f) A Teacher who is declared redundant shall be placed on the Occasional Teachers' List and given priority placement.
- g) Teachers shall be withdrawn from the recall list should they accept a teaching contract with another employer.
- h) Teachers who have not been recalled to employment with the Board in accordance with paragraph (d) above within **four (4)** years of their release shall lose all rights to recall, **as per Section 12 of Part A of this Collective Agreement.**
- i) Prior to any external hires and provided that there are no redundant Elementary Teachers covered by this Collective Agreement remaining to be recalled, the Board will offer any vacant Elementary teaching positions to any qualified Secondary Teachers who have been declared redundant and are awaiting recall. In order to support cross panel placements, the Board and the Unit agree to a one-year mentorship program.

#### 11:06 Order of Criteria for Determining Redundant Teachers

The Teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Boards as reflected on the seniority list as determined by Article 8 b).
- b) Where continuous experience with the Board is equal, total teaching experience recognized by the Board for salary purposes will be the deciding factor.

- c) Where a) and b) are equal, the highest category placement (A1-A4) as determined by QECO will be the deciding factor.
- d) Where a), b) and c) above are equal, teaching experience recognized by the Board for salary purposes will be the deciding factor.
- e) Where it is determined that all factors set out above are equal, a determination will be made by lot conducted by the Director of Education and the Unit President.

#### **ARTICLE 12 – BOARD INITIATED TRANSFERS**

- 1) If a transfer occurs during the school year at the request of the Board:
  - a) Teachers may be transferred only by mutual agreement.
  - b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
  - c) The Teacher shall be granted a number of days' leave of absence with pay, in which to relocate himself/herself. The number of days in question shall be determined by the Board in consultation with the Teacher.
- 2) If a transfer is to occur at the end of the school year at the request of the Board:
  - a) A Teacher shall be notified in writing on or before June 15<sup>th</sup> of the year in which a transfer is to take place.
  - b) A transfer from one school to the new school shall not involve more than 32 kilometres one way, **unless by mutual agreement**.
  - c) It is understood that transfers by mutual agreement may be initiated by the Teacher or the Board **without prejudicing the posting process in Article 9**.
  - d) Moving Expenses
    - i. Moving expenses shall be defined as those expenses charged by a mover to move a Teacher's personal and household effects from one place of residence to a new place of residence.
    - ii. A Teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in Article 12 (2) (b) above and the Teacher moves within 2 years of the transfer.
    - iii. The Board reserves the right to engage the service of a mover of its choice to relocate the Teacher after receiving a minimum of two quotations.

#### 3) Transfer Requests

Teachers requesting a transfer shall apply in writing on the official application form to the Superintendent of Human Resources, by April 1<sup>st</sup>.

Upon receipt of such a request for transfer, the Director or Designate shall give first consideration to accommodate a Bargaining Unit Member's request, subject to pupil and program needs.

- 4) The non-disciplinary transfer of a Teacher within the terms of this Collective Agreement shall not be the subject of a grievance or arbitration.

#### ARTICLE 13 - LEAVES OF ABSENCE

##### 13:01 Bereavement Leave

- a) A Teacher shall be entitled to five (5) working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) A Teacher shall be entitled to three (3) working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) A Teacher may be granted up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of **arranging for and** attending the funeral, **interment or memorial** of an aunt, uncle, niece or nephew.
- d) Additional time may be granted, with or without pay, upon request at the discretion of the Director of Education or Designate.

##### 13:02 Parenting Leaves

- a) Pregnancy leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.
- b) Parental and Adoption leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.
- c) Upon request, a Teacher shall be granted three (3) days paternity leave within ten (10) days of the birth/adoption of a child.
- d) The probationary period of a Teacher who, during his/her probationary period is granted a pregnancy or parental/adoption leave at the request of the Teacher or due to a statutory obligation, will be extended for a period equal to the period of the leave. An extension will not apply where the Teacher performs the duties of a Teacher on probation for a minimum of five consecutive months in a school year.
- e) The Board shall provide a Supplementary Employment Insurance Benefits Plan (SEB) for Teachers on pregnancy leave, **as per Section 14 of Part A of this Collective Agreement**. To receive this supplement, the Teacher must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.

##### 13:03 Educational Study Leave

- a) An Educational Study Leave may be granted to any applicant covered by this Collective Agreement for varying periods of up to one year for the purpose of educational improvement, professional advancement and/or study and research, acceptable to the Board.



b) Applications/Eligibility

- i) A letter stating the intention to apply for an Educational Study Leave shall be submitted to the Board by March 1 of the current school year.
- ii) The Board's decision will be conveyed to applicants, after considering all applications, on or before April 15<sup>th</sup> of the year when an application is made. The decision of the Board is subject to the applicant's acceptance into the program stated in the application.
- iii) Applicants must have a minimum of three years of successful service to the Board and at least five years of teaching experience.

c) Subject to the financial ability of the Board, a suitable applicant(s) shall be granted an Educational Study Leave in any three-year period.

d) Terms of the Leave

- i) A Teacher may be granted an Educational Study Leave with pay of up to 75% of the benefits and salary of their placement on the salary schedule, excluding responsibility allowances. Teachers who are granted a leave with pay at less than 75% of their placement on the salary schedule excluding allowances, shall receive 100% of employee benefits as outlined in this Collective Agreement.
  - ii) During the Educational Study Leave, a Teacher shall not get recognition of experience for salary purposes and they shall not accumulate sick leave days.
  - iii) Applicants returning from a leave shall be assigned to a position equal to his/her previous position.
  - iv) During the leave, pension deductions will be continued on the salary being paid.
- e) i) The successful applicant(s) shall give to the Board a formal pledge in writing to return to his/her duties following the expiration of the leave. He/she shall not resign from teaching service with the Board for a period of at least three years after expiration of leave.
- ii) The Teacher, on being granted a leave, shall sign three (3) promissory notes each covering one-third of salary to be paid on leave. The Board shall surrender one promissory note to the Teacher on the completion of each teaching year that the Teacher remains with the Board after returning from the leave.
  - iii) A Teacher who withdraws from a program of study shall reimburse the Board for the salary and benefits paid during the period he/she was in the program. Withdrawal due to illness, accident or death is excluded from this clause.
  - iv) A Teacher who completes a programme of study and does not resume employment with the Board, shall reimburse the Board in the ratio that unworked months' bear to thirty.

13:04 Special Leavesa) Emergency Leave

- i) Any Teacher of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Superintendent of Human Resources shall be made in advance whenever possible.
- ii) A Teacher shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, which includes but is not limited to: hospitalization of family members, fire or violence within the home.

b) Examination Leave

A Teacher who is writing a final examination related to upgrading their Teacher qualifications on a school day shall be granted a special leave of one (1) school day with pay provided the request is made five (5) days in advance to the Superintendent of Human Resources.

c) Federation Leave

- i) Upon written request prior to June 1<sup>st</sup>, the Board shall grant a minimum of one (1) full time leave of absence from education duties for the President of the Elementary Unit.

In the event that the leave is less than full time, the elected President shall be granted leave on an alternate plan, mutually agreed upon by the Director of Education or Designate and the Association.

The Teacher shall maintain all rights provided in the Collective Agreement.

Upon receipt of invoice, the local Unit shall reimburse the Board for the full cost of the salary and benefits for the Teacher on leave for the period of the leave.

On return from the leave, the Teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave, subject to redundancy and transfer. Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.

- ii) The Unit Executive, or Designates, will be allowed up to twenty (20) days per year collectively to conduct the duties of their offices. The use of such days will be by mutual agreement between the Unit President and the Director of Education and these days may be granted so as to ensure continuity in the school program.

d) Jury Duty and Quarantine

A Teacher shall be granted a leave of absence without loss of pay during the school year, upon the occurrence of the following:

- i) if the Teacher is quarantined by the order of the Medical Officer of Health.
- ii) if the Teacher is compelled to attend court for jury duty or as a witness under subpoena provided that the Teacher remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the Teacher receives as a juror or witness.

### 13:05 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual Employee, give recognition for a record of good attendance and allow for personal leave with pay.

- a) Annually, for the period September 1<sup>st</sup> to August 31<sup>st</sup>, the Board shall calculate the average rate of absenteeism per Employee for the system.
- b) Each Employee with a rate of absenteeism less than the average calculated in (a) above shall be awarded a credit of one (1) day in an earned leave bank as of September 1<sup>st</sup> in the year following the year of calculation. (The calculation for the period September 1<sup>st</sup>, to August 31<sup>st</sup> of each school year will be credited on September 1<sup>st</sup>, of the following school year.)
- c) The personal earned leave bank may accumulate up to a maximum of five (5) personal earned leave days. Part-time Employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an Employee must have been employed by the Board for one full year prior to September 1<sup>st</sup> of each year.
- d) Personal earned leave days may be used under the following provisions:
  - i) Earned Leave Days with pay may be used for personal leave at the discretion of the Employee. Requests for an earned leave day must be made to the Principal with the exception of days immediately prior to or following a statutory holiday or holiday period.
  - ii) Where an Employee wishes to use a personal earned leave day(s) immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Superintendent of Human Resources. These requests will be limited to one (1) per fifteen (15) Staff Members in a school.
- e) A statement of earned leave days will be issued to each Employee by October 31<sup>st</sup> in each year. Employees may not be credited with any earned leave day prior to the date of credit stated in this clause.

### ARTICLE 14 - ALTERNATIVE EMPLOYMENT PLANS (A.E.P.)

#### 1) Job Sharing

- a) Upon mutual agreement between the Teachers involved, an application to enter into an agreement of job sharing, may be submitted to the Director of Education by March 1<sup>st</sup>. In order to apply, Teachers must have successfully completed their probationary period with the Board and each have a minimum of three (3) years' experience with the Board.
- b) Approval of a job sharing arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the Teachers' positions within the Ontario Teachers' Pension Plan.
- d) Teachers involved in a job sharing arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.

- e) Teachers involved in a job sharing arrangement shall be entitled to benefits on a pro-rated basis.
- f) A job sharing arrangement shall not exceed one year.
- g) Any full-time Teacher entering into a job sharing arrangement approved by the Board shall, upon dissolution of the job sharing position, be entitled to return to a full-time position, subject to the redundancy provisions of this Collective Agreement.

## 2) Deferred Salary Leave Plan

A Deferred Salary Leave Plan is a plan whereby a Teacher chooses to work for less than their regular salary in order to make provisions for a paid leave of absence.

- a) An application to participate in the Deferred Salary Leave Plan may be submitted by a Teacher who has successfully completed their probationary period to the Board and who has a minimum of three (3) years of continuous experience with the Board.
- b) No proposal will be considered where the Teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan.
- c) Teachers shall make written application to the Director of Education on or before March 1<sup>st</sup> of any school year.
- d) Approval of a Deferred Salary Leave Plan shall rest solely with the Board.
- e) Where a proposed agreement is acceptable to the Teacher and approved by the Board, it shall be signed by each party to the agreement; that is, the Teacher and the Board, and implemented in accordance with this clause and the provisions of the Collective Agreement.
- f) Teachers who are contemplating retirement within five (5) years are advised to study carefully the implications on their pensions before participating in the plan.

## 3) Part-Time Plan

- a) An application to enter into an agreement of part time work may be submitted to the Director of Education by March 1<sup>st</sup>.
- b) Approval of a part time arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the Teachers' positions with the Ontario Teachers' Pension Plan.
- d) Teachers involved in a part time arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.
- e) Teachers involved in a part time arrangement shall be entitled to benefits on a pro-rated basis.
- f) A part-time arrangement shall not exceed one year and, it is agreed and understood that an extension of the assignment shall be subject to Board approval but will not exceed two years under normal circumstances.

- g) Any Full-time Teacher entering into a part time arrangement approved by the Board shall, upon dissolution of the part-time position, be entitled to return to a full-time position, subject to the redundancy provisions of this Collective Agreement.

Approval/disapproval of any A.E.P. applied for in the proper manner shall be given to the applicant in writing, by June 1<sup>st</sup> of that year.

#### ARTICLE 15 - SICK LEAVE

**As per Section 3 of Part A of this Collective Agreement and in addition the following:**

1. Sick Leave
  - a) Definition:
    - i) Sick Leave with pay shall be granted for absence due to sickness or acute inflammatory condition of the teeth or gums, including absence to attend medical and/or dental specialists' appointments which are not elective in nature.
    - b) Absences will be deducted from sick leave, but in no case shall a Teacher suffer both the loss of pay and the loss of sick leave days.
2. Sick Leave Plan
  - a) Where a Teacher is employed on less than a full time basis in any year, his/her annual sick leave entitlement shall be calculated on a pro-rated basis.
  - b) Leaves of absence for less than a full school year shall result in the pro-ration of sick leave.
3. Subject to the terms and conditions of the carrier of the LTD Plan, the Teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the LTD Plan.
4. A statement of total used sick leave days **from the previous year, will be given to each Teacher by October 31<sup>st</sup> as part of their Earned Leave Statement.**

#### ARTICLE 16 - EMPLOYEE BENEFITS

**As per Section 7 of Part A of this Collective Agreement and in addition the following:**

A summary of insurances shall be sent to each employee. A copy of the Master Benefit Plans shall be provided to the Unit on an annual basis.

##### 16:01 Eligible Employees

- a) Subject to the terms of Article 16:02 (e)(i) and (ii) below, the Board agrees to contribute on behalf of each eligible Full-time Employee, the amount indicated in this Article of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.

Part-time Employees under contract to the Board, and covered by this Collective Agreement, shall be eligible for employee benefits under the terms of this Article.

The Board agrees to contribute on behalf of each eligible Part-time Employee, an amount based on the following formula:

Carrier's Billed Premium	X	Pro-rated Time for the Employee	X	Proportion of the Board's Premium Contribution in this Article
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The Teacher is responsible for payment of the balance of the premium through Payroll deductions.

- b) The contributions of the Board to the premium of each plan provided, shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- c) Eligible Employees may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment must be made with the Superintendent of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.
- d) All Members are entitled to full coordination of benefits.

#### 16:02 Employee Benefit Plans

The following benefit plan descriptions are illustrative only. The official plan documents with the carriers shall govern benefits.

##### a) Life Insurance

- i) Group Life Insurance - 3 times the Employee's salary to a maximum of \$135,000 including Accidental Death and Dismemberment.
- ii) Optional Life Insurance for an employee and/or spouse is available at the expense of the Employee, up to \$300,000 for each.

##### b) Extended Health and Drug Plan

- Vision coverage - \$350 max. per person every 24 months
- Psychologist/Psychotherapist - add \$1000 per school year maximum
- Massage Therapy - \$250 per calendar year maximum

##### c) Dental Plan -current year O.D.A. rate

Basic Dental coverage - \$1500 per person per school year.  
Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.

Orthodontics at 50% co-payment with a maximum of \$2,000 per person lifetime.

d) Long Term Disability**As per Section 3.8 and 7 of Part A of this Collective Agreement and in addition the following:**

The Board shall administer the LTD plan with 100 percent of the premium costs paid by participating Teachers.

Details regarding LTD benefits are available in the Benefit booklet.

## e) i) The Board shall pay 100% of the premium for the following benefits:

Group Life Insurance including Accidental Death and Dismemberment  
Extended Health and Drug Plan  
Dental Plan

If an increase or decrease in the rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease will be calculated into the cost of the next Collective Agreement.

## ii) The Employees shall pay 100% of the premium for the Long Term Disability Group Plan Basic Benefit.

f) Wage Loss Replacement Plan

i) The Employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in Employment Insurance Premiums.

ii) The Employees agree that the net savings arising from the reduction in premiums have been used to share equally in the funding of an Employee Assistance Programme and that this practice will continue.

iii) The Employees agree that, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:

Board Share = 7/12

Employee Share = 5/12

iv) The parties agree to re-calculate the percentages based on current Employee numbers in each Employee group as at February 1<sup>st</sup> of each year.

g) Payroll Savings Plan

The Board, in consultation with the Unit Executive will make available Payroll Savings Plans, on the provision that sufficient Employees enroll in such plans to make them viable.

16:03 Mandatory Participation Clause

**As per Section 3.8 of Part A of this Collective Agreement and in addition the following:**

- a) All eligible Employees are required to enroll in the Long Term Disability Plan.
- b) All eligible Employees are required as a condition of employment, to enroll in the Benefit Plans outlined above unless they provide evidence of coverage carried by a spouse.
- c) The Board shall provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverage for each Employee. Where the Employee fails to notify the Superintendent of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

16:04 Administration of L.T.D.

**As per Section 3.8 of Part A of this Collective Agreement**

Where it has been determined that the Individual has accepted other employment, the Individual shall be considered to have ceased their employment with the Board and the Board shall terminate their contract.

16:05 Workplace Safety & Insurance

**As per Section 13 of Part A of this Collective Agreement and in addition the following:**

It is agreed when a member of the Teaching Staff is eligible for and received approval of payment of Workplace Safety and Insurance Benefits:

- i) The WSIB payment received shall be forwarded to the Board;
- ii) The Teacher shall receive full salary from the Board;
- iii) There shall be no deduction of sick leave credits from the Teacher.

16:06 The Elementary Unit shall have a representative on the Board/Employee Benefits Review Committee.

ARTICLE 17 - WORKING CONDITIONS17:01 Lunch Break

- a) The scheduled lunch break and eating period will comply with the Education Act and Regulations thereunder.
- b) Notwithstanding (a) above, a Principal and his/her staff may schedule and arrange the noon hour in a manner which is agreed upon by the school staff and the Unit providing the schedule complies with the Education Act and Regulations thereunder.
- c) Itinerant Teachers, Teachers who travel to more than one school, shall have travel time exclusive of lunch, recess and planning time.



### 17:02 Preparation Time

Full-time Teachers in Elementary schools shall be provided with 240 minutes of self-directed preparation and planning time.

Planning time shall be prorated for Part-time Teachers.

The Principal will make their best effort to develop an initial planning time schedule that allows for forty (40) minute uninterrupted blocks.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in Elementary Teacher preparation time above the 2008-09 level, to enable full-time school based teaching assignments in the Arts in more than one Elementary school. This shall be done in consultation with the Joint Board Level Elementary Staffing Committee.

Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers.

A Teacher shall bank lost planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected Teacher.

In order to allow for special events during Education Week, Easter Week and the week prior to Christmas, it is understood that a Teacher may lose up to one period of prep time per week in each of the weeks listed above.

### 17:03 Supervision

It is understood that all school based staff have a role to play in Elementary school supervision.

- i) Elementary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision or instructional time.
- ii) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.
- iii) Notwithstanding i) above, it is agreed that Teachers will be in their classrooms or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.
- iv) The maxima of supervision minutes for Elementary Teachers are 80 minutes.
- v) The Board shall provide the Unit President with a supervision schedule for each school in a timely manner but no later than October 1.
- vi) Supervision duties shall be assigned to all Teachers in a fair and equitable manner.
- vii) Supervision assignments shall be pro-rated based on percentage of the employment contract.

17:04 Allocation of Teaching Workload

The Board will make a reasonable effort to have the assignment of teaching load, supervision duties, and all other related assignments done in a fair and equitable manner.

The parties agree that the review of the allocation of teaching load, shall be in the purview of the Joint Board Elementary Staffing Committee.

17:05 Release Time for Assessment and Report Cards

Effective September 2010, two (2) Professional Activity Days shall be designated for the purpose of assessment and completion of report cards, one (1) prior to the first reporting period and one (1) prior to the second reporting period.

17:06 Workplace Harassment

The Board Policy on Workplace Harassment will not be changed without an opportunity for input from the Unit during the term of this Collective Agreement.

17:07 Health and Safety

The Guidelines for the Structure and Function of the Joint Health and Safety Committee will not be changed without an opportunity for input from the Unit during the term of this Collective Agreement.

ARTICLE 18 - TEACHER CLASSIFICATIONS OF LEVEL

18:01 The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Program 5.

18:02 a) It is the responsibility of the Teacher to obtain and submit the appropriate official documents to the Director of Education to determine: certification (Ontario Teacher's Certificate); qualifications (Ontario Teacher's Qualification Record Card); experience (Statement of Experience issued by a School Board); Q.E.C.O. Statement of Evaluation, and the certificate of a Tuberculin Test.

b) Until such time as the Q.E.C.O. Statement of Evaluation is submitted, the Teacher shall be paid the category for which he/she is deemed qualified, including experience, upon examination of documents by the Director of Education.

18:03 Teacher Classifications

A Teacher who has completed the requirements for a higher Statement of Evaluation prior to September 1<sup>st</sup>, is entitled to an adjustment in salary retroactive to September 1<sup>st</sup> provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by December 31<sup>st</sup>.

A Teacher who has completed the requirements for a higher Statement of Evaluation after September 1<sup>st</sup>, is entitled to an adjustment in salary retroactive to January 1<sup>st</sup> provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by June 30<sup>th</sup>.

#### 18:04 Appeals

- a) The Board and the Unit recognize the right of either party to appeal the evaluation of Q.E.C.O. as indicated on a Statement of Evaluation.
- b) The party making an appeal must notify the other party, in writing, that an appeal is being filed with Q.E.C.O.
- c) Until such time as an appeal is settled, no change in category shall be made based on the evaluation under appeal.
- d) Upon settlement of an appeal, a Teacher shall be entitled to full retroactive salary, provided that the evaluation under appeal was submitted within the terms of clause 18:03 above.

#### ARTICLE 19 - INTERPRETATIONS

- 19:01 Teachers holding an Interim Certificate of Qualifications are to be placed in the category to which their academic and professional qualifications equate.
- 19:02 All persons teaching on a Letter of Permission will be paid A or A1 minimums unless related experience is recognized by the Board at time of hire. It is understood that A applies to persons without University graduation and A1 applies to persons who have graduated from University.

#### ARTICLE 20 - EXPERIENCE

##### 20:01 Teaching Experience

A Teacher who provides verified and documented evidence of teaching experience after graduation from a Teacher-training institution recognized in Ontario shall be entitled to an experience allowance under the following provisions:

- a) Full-time experience shall be recognized in full.
- b) Partial years of experience shall be pro-rated on the basis of one-month full-time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) continuous full teaching days shall equal one month of experience. (i.e. .5 Teacher receives recognition for 5 months teaching experience.)
- c) Occasional teaching experience shall, in accordance with the provisions of this Collective Agreement, be recognized at the rate of one-tenth of an increment for each 20 continuous full-time teaching days. Part-time occasional teaching shall be pro-rated.
- d) Experience presently recognized by the Board for salary purposes shall continue to be recognized.
- e) A statement of experience submitted to the Director of Education not later than December 31<sup>st</sup> of the current school year entitles the Teacher to retroactive salary to September 1<sup>st</sup> of the current school year.
- f) A statement of experience submitted to the Director of Education not later than June 30<sup>th</sup> of the current school year entitles the Teacher to retroactive salary to January 1<sup>st</sup> of the current school year.

20:02 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

#### ARTICLE 21 - APPLICATION

21:01 All Members of the teaching staff of the Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this Collective Agreement.

#### ARTICLE 22 - SALARY SCHEDULES AND ALLOWANCES

**As per Section 2 of Part A of this Collective Agreement and in addition the following:**

##### 22:01 Salary Schedules

As per Schedule A

##### 22:02 Additional Degrees

A Teacher who earns a Master's Degree or Doctorate Degree from a Canadian University or a degree recognized by Q.E.C.O., after earning placement in Category A4, shall receive an allowance as follows:

- i) Master's Degree - 1 % of the Teacher's category placement;
- ii) Doctorate Degree - 1.5 % of the Teacher's category placement;
- iii) A Teacher will be eligible for only one allowance outlined in (i) or (ii) above. Teachers receiving an allowance for a position which includes a degree outlined above as a qualification for the position, are not eligible for this allowance.

##### 22:03 Responsibility Allowances/Salaries

- a) Teacher in Charge/Designated Teacher  
**As per Schedule A**

The Teacher In Charge/Designated Teacher shall receive **the following** allowance: of \$25 per half day or less and \$50 per day on anything more than half a day.

**Sept 1<sup>st</sup>, 2016 to February 2nd, 2017 - \$25.25 per half day or less and \$50.50 per day on anything more than half a day.**

**February 3, 2017 to August 31, 2017 - \$25.38 per half day or less and \$50.75 per day on anything more than half a day.**

- b) Consultants

Consultants will receive a base salary at the appropriate category and years of experience, plus an allowance of 10% of the A4 maximum salary grid.

- 22:04 a) Part-time Teachers shall be paid for such actual part-time teaching in proportion to the salaries and allowances outlined in this Collective Agreement. (i.e. a half-time Teacher will be paid 50% of any salary and allowance.)
- b) Teachers appointed part-time to a position of responsibility and Teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.

- c) When a new position of responsibility is created by the Board, which is not covered by this Collective Agreement, any additional responsibility allowance, for such position shall be determined in consultation with the Unit.
- d) i) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement, shall be made in the proportion of the number of days worked (or not worked) to the total number of days in the school year.
- ii) When a Teacher has been over-paid, the refund of monies to the Board shall be made on a mutually agreed schedule within the same school year.

22:05 The Board, when requesting a Teacher to take a course:

- a) will, upon successful completion of the course, reimburse the Teacher for the tuition fee;
- b) shall pay related expenses deemed necessary subject to the approval of the Director;
- c) shall make arrangements with the Teacher for tuition fee, related expenses and other financial arrangements prior to the Teacher enrolling in the course, subject to (a) and (b) above;
- d) These provisions do not apply;
  - i) to courses required as conditions of employment or basic qualifications as a Teacher (ie. Religious Education Qualifications, Basic Teaching Certificate);
  - ii) to courses required as conditions of employment or basic qualifications for a position of responsibility (Principal's Certificate, Specialist's Certificate).

22:06 Travel Rates shall be paid according to Board Policy on travel allowances. This policy will not be changed without the opportunity for input from the OECTA Unit during the term of this Collective Agreement.

#### ARTICLE 23 - PAYMENT OF SALARY AND DEDUCTIONS

23:01 A schedule of bi-weekly pay dates covering the period of this Collective Agreement shall be provided and implemented by the Board. (See Appendix A)

23:02 a) The method of payment shall be by deposit to each Teacher's bank account in accordance with the schedule approved in 23:01 above.

b) All matters relating to the payment of salary shall be sent to the Teachers in a confidential manner.

23:03 a) Association fees will be deducted on a bi-weekly basis **over the full period the employee is paid in a twelve-month period** and remitted as prescribed by legislation and regulation. Should any change in existing legislation or regulation occur, both parties agree to meet and amend this clause by mutual consent.

b) The Unit Executive may request that the Board collect, as above a levy agreed upon by the Elementary Unit Membership in accordance with OECTA Provincial By-Laws.

- c) The Board shall deduct the annual fee from the pay of each Teacher and forward this fee to the Ontario College of Teachers in accordance with the Ontario College of Teachers Act and the Regulations. This fee shall be deducted from a pay period within the month in the Fall that contains three (3) pays.
- d) The Unit shall indemnify and save the Board harmless against any claim or liability arising out of the application of clause 23:03.

#### ARTICLE 24 - MISCELLANEOUS

##### 24:01 **Health Services and Medication**

The Board policy on Health Services and Medication shall not be changed without the opportunity for input from the Unit during the term of this Collective Agreement.

##### 24:02 **Tax/School Support**

Adherence to the philosophy of Catholic Education imposes the obligation on Teachers in the Catholic school system to direct their school taxes to the support of that school system unless they are prevented from so doing by law or extenuating circumstances.

##### 24:03 **Performance Appraisal of New and Experienced Teachers**

- a) Performance appraisals for **New and Experienced** Teachers shall be conducted in accordance with the Education Act and Regulations as set out by the Ministry of Education.
- b) No Member of the Bargaining Unit shall participate in the Performance Appraisal of another Member.
- c) When a Teacher receives a Performance Appraisal of unsatisfactory, the appraiser will include a written statement under the Principal's Summary Comments for the Teacher to advise their local Unit President within 5 days.
- d) The Teacher shall have the right to respond in writing to the evaluation within five (5) school days of receipt of the evaluation. The Teacher's response shall be included in the Teacher's personnel file with the evaluation.
- e) Voluntary activities shall not be evaluated within the context of the Performance Appraisal Process.
- f) The Board will not add any additional domains, competencies, or look fors to the New Teacher or Experienced Teacher Appraisal process.
- g) By September 30<sup>th</sup> of each school year, the Board shall disclose to the Unit, the names, if any, of the Teachers who are designated to participate in the Performance Appraisal process in that school year.
- h) A Performance Appraisal within a school year shall be completed by May 31<sup>st</sup>.
- i) **The Performance Appraisal for Experienced Teachers and the NTIP process will be applied consistently as per the Teacher Performance Appraisal, Technical Requirements Manual.**

- j) In the event of an extraordinary and unforeseen circumstance that requires the rescheduling of an already agreed to Teacher Observation related to **Teacher Performance Appraisal of New and Experienced Teachers**, the new observation time will be determined by mutual consent of the Principal or Designate and the impacted Teacher.

24:04 Elementary School Staffing

The Board will staff the Elementary schools in the school system in accordance with the Education Act and Regulations.

The Board will endeavour to limit the integration of Students with identified exceptionalities to an appropriate number based on the severity of the exceptionality and the assistance available to the Classroom Teacher.

24:05 Joint Board Level Elementary Staffing Committee

**As per Section 11 of Part A of this Collective Agreement and in addition the following:**

The Joint Board Level Elementary Staffing Committee (JBLESC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency. It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing.

The JBLESC shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may be called at the mutual consent of the Co-Chairs.

The first meeting of the Joint Board Level Elementary Staffing Committee will be called prior to September 30<sup>th</sup> of each school year.

1. **The JBLESC will monitor student supervision and promote school safety in Elementary schools.**
2. **The JBLESC will review and discuss at least once a year the School Board data on Letters of Permission.**
3. **The JBLESC will consult and advise on staffing and workload issues as agreed by the Board and the Association.**

**This includes but is not limited to:**

1. **Consult and advise on the development of strategy to expand programming and supports for students in Grades four to eight**
2. **Consult and advise on Elementary preparation/planning time**
3. **Review and analyze school supervision schedules to ensure the equitable distribution of supervision minutes at schools**
4. **Consult and advise on any other staffing or staffing related issues as agreed between the Board and the Association.**

ARTICLE 25 - DURATION AND RENEWAL

- 25:01 a) The terms of this Collective Agreement shall be in effect from **September 1, 2014** and continue in force until **August 31, 2017 as per Section 1 of Part A of this Collective Agreement.**

- b) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the Unit and the Board.
  - c) Where mutual agreement to amend occurs, the amendment shall be binding on both parties' effective the date of the Collective Agreement.
- 25:02 a) When the Collective Agreement is settled, the Board will supply the OECTA Unit Negotiating Committee with a copy of the draft Collective Agreement for their review. The final printed Collective Agreement, when ratified and signed by both parties, will be distributed to staff within 45 days of the signing of the Collective Agreement. This Collective Agreement shall also be sent to new Teachers with their letters of appointment. The Board will send copies of this Collective Agreement on disk, to the Unit President and Chief Negotiator.
- b) Both parties, on coming to a tentative Collective Agreement shall hold a ratification meeting within fifteen (15) school days.



1. Letter of Intent - Length of School Day

The daily instructional program at an Elementary school shall not exceed 300 minutes in length as per the Education Act.

2. Letter of Intent

A Teacher who volunteers beyond the normal 194 days to participate in curriculum writing activities or other activities as agreed upon with the Unit President shall be compensated according to the daily occasional Teacher rate.

3. Letter of Intent

Prior to introducing a change to the "traditional school day", the Board undertakes to consult the Unit.

4. Letter of Intent

A joint committee of the Board and the Local Bargaining Unit may review the surplus and redundancy process with a view to amending the procedures by mutual consent.

5. Letter of Understanding - Curriculum Initiatives

For the term of this Collective Agreement, the Board agrees to consult with the Elementary Workload Committee and the President of the Unit on any new initiatives prior to implementation.

6. Letter of Understanding - Annual Learning Plan

It is understood that a Teacher's Annual Learning Plan (ALP) is Teacher authored and directed. The ALP is a living document where Teachers document their practice, set goals and plan strategies for their own development on an ongoing basis. Consultation and collaboration related to the ALP shall take place as defined by the Minister of Education.

7. Letter of Understanding - Elementary Workload Committee

There shall be established a joint committee of the Unit President and one (1) Teacher representative from each of the following areas appointed by the Bargaining Unit:

Primary  
Junior  
Intermediate

The Board may appoint an equal number of representatives. The mandate of this committee shall be to examine the impact on the workload of Elementary Teachers as affected by assessment and evaluation protocols.

The recommendations arrived at by this committee shall be communicated to all Elementary Teachers as a Best Practice.

8. Letter of Understanding

The Board recognizes and appreciates that Teachers on a school staff share in the responsibility for the total school program by their voluntary contribution to the enrichment of life within the school community through participation in extra-curricular activities which are approved by the school Principal.

9. Letter of Understanding - Reading Recovery Lead Teacher

The Reading Recovery Lead Teacher will receive a base salary of the appropriate category and years of experience, plus an allowance of 10% of the A4 maximum salary grid.

10. Letter of Understanding - Safe Schools

- a) It is understood that the Board will abide by mandated Ministry of Education initiatives on Safe Schools, in accordance with the guidelines provided by the Ministry of Education.
- b) It is understood that the Bargaining Unit shall appoint representatives on any Board Committees mandated by the Ministry of Education as a result of Safe School Legislation.
- c) The Board shall compile, by term, a report summarizing any official suspension or expulsion data that fall within the parameters of the Safe School Act, and forward said report to the President of the Bargaining Unit.
- d) The Principal shall disclose, in a timely manner, to appropriate Staff any relevant information with regard to any Student into a school under the provisions of The Safe Schools Act.

11. Letter of Understanding - Full Day Kindergarten Program

1. Teachers shall not participate in the Performance Appraisal of designated ECEs nor shall ECEs participate in, or give input into, any part of a Teacher's Performance Appraisal.
2. Prior to the establishment of any K/1 class, the parties shall meet to discuss the rationale for such a class.

12. **Letter of Understanding – Health Services and Medication**

**The Board and Unit agree to establish an ad hoc committee, composed of 4 members with equal representation from the Board and the Bargaining Unit, to review the Board Policy and Administrative Procedure on Health Services and Medication. The parties agree to establish their terms of reference, including number of meetings, at the first meeting. The committee will meet within 30 working days of ratification of the collective agreement.**

13. **Letter of Understanding – Elementary Reporting System Failure**

**Should a teacher be unable to access the on-line reporting system during the period when the on-line reporting system would normally be available, the teacher will report the unavailability to the appropriate Board personnel. The Board personnel, in consultation with the Unit President, will ensure that the issue is remedied as expeditiously as possible.**

14. **Letter of Intent –School Scheduling Committee**

**The Board and the Unit agree to establish an ad hoc committee to review best practices with respect to the scheduling of prep time and supervision. The committee will meet by January 15, 2016 and the process will be completed by June 30, 2016. For the 2016-2017 school year, three (3) schools will pilot the findings from the ad hoc committee.**

## Schedule A

Bruce-Grey Secondary OECTA Collective Agreement 2014-2017

Bruce-Grey Catholic District School Board

OECTA Elementary Unit

Salary Schedule Effective: Sept 1<sup>st</sup>, 2014 to August 31<sup>st</sup>, 2016

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	38,441	42,358	44,243	48,431	51,855
1	40,946	45,083	47,175	51,770	55,418
2	43,452	47,807	50,110	55,110	58,982
3	45,958	50,532	53,042	58,451	62,546
4	48,463	53,257	55,975	61,791	66,108
5	50,967	55,982	58,908	65,132	69,672
6	53,472	58,707	61,841	68,472	73,236
7	55,978	61,431	64,775	71,814	76,799
8	58,484	64,156	67,708	75,153	80,362
9	60,989	66,881	70,640	78,494	83,925
10	63,493	69,605	73,574	81,835	87,489
11	65,999	72,331	76,505	85,175	91,053
12	68,505	75,056	79,439	88,515	94,617

Experience Allowance

2,506	2,725	2,933	3,340	3,564
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## Schedule A

## Bruce-Grey Secondary OECTA Collective Agreement 2014-2017

## Bruce-Grey Catholic District School Board

## OECTA Elementary Unit

Salary Schedule Effective: Sept 1<sup>st</sup>, 2016 to February 2<sup>nd</sup>, 2017

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	38,825	42,782	44,685	48,915	52,374
1	41,355	45,534	47,647	52,288	55,972
2	43,887	48,285	50,611	55,661	59,572
3	46,418	51,037	53,572	59,036	63,171
4	48,948	53,790	56,535	62,409	66,769
5	51,477	56,542	59,497	65,783	70,369
6	54,007	59,294	62,459	69,157	73,968
7	56,538	62,045	65,423	72,532	77,567
8	59,069	64,798	68,385	75,905	81,166
9	61,599	67,550	71,346	79,279	84,764
10	64,128	70,301	74,310	82,653	88,364
11	66,659	73,054	77,270	86,027	91,964
12	69,190	75,807	80,233	89,400	95,563
Experience Allowance					
	2,531	2,752	2,962	3,373	3,600

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## Schedule A

## Bruce-Grey Secondary OECTA Collective Agreement 2014-2017

## Bruce-Grey Catholic District School Board

## OECTA Elementary Unit

Salary Schedule Effective: February 3, 2017 to August 31, 2017

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	39,020	42,995	44,909	49,160	52,635
1	41,562	45,761	47,885	52,549	56,252
2	44,106	48,526	50,864	55,939	59,870
3	46,650	51,293	53,840	59,331	63,487
4	49,192	54,059	56,817	62,721	67,103
5	51,734	56,825	59,795	66,112	70,721
6	54,277	59,591	62,772	69,503	74,338
7	56,820	62,356	65,750	72,895	77,955
8	59,364	65,122	68,727	76,284	81,571
9	61,907	67,888	71,703	79,675	85,188
10	64,449	70,653	74,681	83,066	88,806
11	66,992	73,420	77,656	86,457	92,423
12	69,536	76,186	80,635	89,847	96,041
Experience Allowance:					
	2,544	2,766	2,977	3,390	3,618

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## Appendix A

Bruce-Grey Secondary OECTA Collective Agreement **2014 – 2017**

## PAY DATES

2015-2016 School Year					
September	4, 18	January	8, 22	May	13, 27
October	2, 16, 30	February	5, 19	June	10, 24
November	13, 27	March	4, 18	July	8, 22
December	11, 25	April	1, 15, 29	August	5, 19
2016-2017 School Year					
September	2, 16, 30	January	6, 20	May	12, 26
October	14, 28	February	3, 17	June	9, 23
November	11, 25	March	3, 17, 31	July	7, 21
December	3, 23	April	14, 28	August	4, 18

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