



## **AGREEMENT BETWEEN**

**WATERLOO CATHOLIC DISTRICT  
SCHOOL BOARD**

**and**

**OECTA - WATERLOO UNIT**

**OCCASIONAL TEACHERS**

**For The Period  
September 1, 2019 to August 31, 2022**

**Part A of this collective agreement shall include language agreed to at the central table. Part B of this collective agreement shall include language agreed to at the local table.**

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

### 1.1 Term of Agreement

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

### 1.1 Amendment of Terms

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

### 1.1 Notice to Bargain

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

## 2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2019: 1%

2.1.2 September 1, 2020: 1%

2.1.3 September 1, 2021: 1%

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

### 3.1 Sick Leave Benefit Plan

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

### **3.1 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.

### **3.1 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.

### **3.1 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.

### **3.1 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.

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

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

This top up is calculated as follows:

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

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

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

### **3.1 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.

### **3.1 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.

##### **4.1 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.

##### **4.1 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.

#### 4.1 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.

#### 4.1 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.

#### **4.1 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.

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

- 4.7.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 4.7.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 4.7.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **4.7.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.

- 4.7.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 4.7.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 4.7.6** The school boards shall enroll all teachers, identified in paragraph **4.7.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 4.7.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **4.7.4** above represented by the Association with LTD Claim kits.
- 4.7.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 4.7.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior, and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **4.7.8** above, unless otherwise agreed to by those school boards and the respective local units of the Association.
- 4.7.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 4.7.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **4.7.9** above.
- 4.7.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.
- 4.7.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 4.7.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.

- 4.7.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays one hundred percent (100%) of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 4.7.16** LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

## **5. RETIREMENT GRATUITIES**

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

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

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

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

### **Diagnostic Assessment**

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



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

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

## 6.1 Annual Learning Plan

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

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

## 7. BENEFITS

### 7.1 Funding

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

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

**7.1.2.1** Funding amounts for benefits improvements:

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

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

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

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

- i. If the audited financial statements for the year ending in December 31, 2020 reports net assets below 8.3% of the OECTA Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual employer contributions for the OECTA Teachers' Benefits Plan for the 2020-21 school year.
- ii. If no payment is made under i) and should the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OECTA Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
  - 1) 3% of the of the employer contributions for the OECTA Teachers' Benefits Plan for the 2021-22 school year; or

2) The difference between the reported net assets and the 15% threshold.

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

## **7.1 INFORMATION TO BE PROVIDED TO PLAN ADMINISTRATOR/ASSOCIATION**

**7.2.1** Each school board shall provide to the plan administrator, information necessary to enroll members and process changes in members' status, as determined by the plan administrator acting reasonably, including but not limited to all new hires. Said information shall be provided via Board HRIS files, in accordance with the schedule(s) to be determined by the plan administrator acting reasonably, as part of the school board's HRIS file following the school board becoming aware of the hire or change in the member's status. School boards shall provide future dated status changes, once notified to do so by the plan administrator.

**7.2.2** Upon written request from the plan administrator acting reasonably, each school board shall provide information required to correct or clarify information previously provided by the school board. Correcting and clarifying information shall be provided within seven (7) business days of receiving the written request, recognizing that an unusual circumstance may arise which results in a school board submitting the information late.

**7.2.3** On the 1st business day of each month, school boards shall provide to the Association all information identified on Appendix A. The Association shall ensure that appropriate privacy safeguards are adopted to adequately protect any personal information provided via Appendix A.

**7.2.4** Each school board shall deduct from the wages of participating members identified by the plan administrator, the amount of employee contributions that the member is required to make, in accordance with a payroll file provided by the plan administrator, and shall remit said contributions to the plan administrator, on or before the first business day of each month.

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

## **8. EARNED LEAVE PLAN**

- 8.1** Where a permanent teacher has acquired but not used an earned leave entitlement under the earned leave plan, as identified below, such earned leave entitlement (to a maximum of six days) may be used in accordance with the following:
- 8.2** Except as set out below, the earned leave program in article 8 of the 2014-17 collective agreement shall have no force or effect after August 31, 2019.
- 8.2.1** Partially Paid Days may be used by no later than June 30, 2022 or if not utilized by that date shall be paid out at the occasional teacher daily rate by the board as at June 30, 2022.
- 8.2.2** Unpaid days may be used prior to June 30, 2023. If not used by that date the unpaid days shall expire and have no residual value.
- 8.3** For purposes of calculating days earned in the 2018 -2019 school year, the following shall apply:
- 8.3.1** The board will communicate no later than October 15, 2019, the 2018/2019 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.3.2** By October 15, 2019, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under 8.3.3 below.
- 8.3.3** Each permanent teacher shall be provided with earned leave days for the 2018 - 19 school year in accordance with articles 8.5 to 8.10 inclusive of the 2014 – 17 collective agreement.
- 8.4** Unused earned leave days acquired up to June 30, 2019 and reported out as of October 15, 2019 may be used in accordance with the following:
- 8.4.1** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.
- 8.4.2** Access to leave days is available at any time during the school year.
- 8.4.3** Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
- 8.4.4** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.
- 8.4.5** The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

- 8.4.5.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;
  - 8.4.5.2** The government/employer will be obligated to match these contributions;
  - 8.4.6** The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.
  - 8.4.7** Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.
  - 8.4.8** Leave day(s) requests are processed on a "first come, first served" basis.
  - 8.4.9** Request for leave days on scheduled Professional Activity days shall not be denied.
  - 8.4.10** Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).
  - 8.4.11** All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.
  - 8.4.12** Leave days shall not be subject to calendar restrictions.
- 8.5** Notwithstanding anything herein, attendance-related earned leave program provisions in effect as of August 31, 2014 in Part B of the collective agreement shall continue to remain in effect.
- 8.6** This article shall not diminish any right to grieve or process any grievance which occurred on or before August 31, 2019 with respect to any alleged breach of the earned leave program in article 8 of the 2014- 17 collective agreement.

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

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

- 9.1 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.
- 10.1 If a vacancy is created by the appointment it shall be filled by a permanent teacher.
- 10.1 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.
- 10.1 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.
- 11.1 The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.
- 11.1 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.
- 11.1 The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.
- 11.1 The committee co-chairs shall draft agenda and discussion items collaboratively.
- 11.1 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.
- 11.1 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

**11.1** 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

**11.1** 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.

**12.1** 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.

**12.1** 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.

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

## **15. STATUTORY LEAVES OF ABSENCE/SEB**

### **15.1 Family Medical Leave or Critical Illness Leave**

- 15.1.1** Family Medical Leave or Critical Illness Leave granted to a teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- 15.1.2** The teacher will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- 15.1.3** A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- 15.1.4** Seniority and experience continue to accrue during such leave(s).
- 15.1.5** Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and



coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- 15.1.6** In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with **15.1.7** to **15.1.10**, if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term leave and disability plan.

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

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

## **16. PAID LEAVES OF ABSENCE**

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

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

## **17. HIRING PRACTICES**

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

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

**17.1** Seniority

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

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

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

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

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

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

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

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

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

**17.3** The Appointment of Occasional Teachers in Long Term Assignments:

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

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

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

**17.3.2.1** All Occasional Teachers shall have the ability to upload their portfolio to a secure and confidential space on Apply to Education or other equivalent space. Furthermore, Occasional Teachers shall be able to add/delete documents from their portfolio at all times;

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

**17.4** Occasional Teacher Evaluations

- 17.4.1** All occasional teachers completing an LTO assignment of a minimum of four (4) months in duration shall receive an evaluation using the templated process that has been mutually agreed to by the school board and OECTA. Should the occasional teacher receive an unsatisfactory evaluation, an evaluation shall occur during the next LTO assignment of at least two (2) months duration. Should the occasional teacher receive a satisfactory evaluation at any time, further evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.
- 17.4.2** Where an occasional teacher receives an unsatisfactory evaluation, the school board shall arrange for a meeting with the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher shall be debriefed, and provided with a written improvement plan. The improvement plan shall identify recommendations to address any areas of improvement identified in the evaluation. The recommendations and the timelines for completion of the recommendations shall be reasonable and accessible.

- 17.4.3** Occasional teachers who receive an unsatisfactory evaluation shall be required to complete the recommendations found in the improvement plan within the timelines identified. Said occasional teachers shall remain eligible to apply and be considered for other LTO assignments provided that the occasional teacher is able to demonstrate that they are actively working to complete the recommendations.
- 17.4.4** Should the occasional teacher receive a second evaluation during the completion of a subsequent LTO assignment and should that evaluation result in an unsatisfactory rating, the school board shall arrange for a meeting involving a supervisory officer, the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher will be debriefed and provided with a written improvement plan and a timeline for completion, in accordance with 17.4.2. It is understood that the teacher will not be eligible to apply for any subsequent LTO assignments until the improvement plan has been successfully completed.
- 17.4.5** Should an occasional teacher receive three unsatisfactory evaluations the school board may suspend the teacher's eligibility for additional LTO assignments. The Association may refer the matter of the occasional teacher's eligibility for any future LTO assignments to an arbitrator pursuant to the arbitration provisions in Part B of the collective agreement. The parties agree to take all reasonable steps to ensure the matter is determined as quickly as possible.
- 17.5** Postings for LTO Assignments and Permanent Positions
- 17.5.1** In addition to any requirements as outlined in the local terms of the collective agreement, each posting shall identify the posting number, the school, division(s) or grade(s) and, as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates.
- 17.5.2** For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required.
- 17.5.3** If one of the subjects identified in the posting is a restricted subject, as identified in Regulation 298, the applicant must hold the qualification for the restricted subject.
- 17.5.4** All postings shall identify that the end date is subject to change, as applicable.
- 17.6** The Hiring of Occasional Teachers to 65% of Permanent Teaching Positions  
The school board shall not make an offer to any other person to fill a permanent position before having placed all redundant and supernumerary teachers in order of seniority.

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

- 17.6.1** Occasional Teachers who have completed a minimum of one (1) LTO assignment that was a minimum of four (4) months in duration, and, in accordance with 17.4.1, whose last evaluation resulted in a satisfactory rating, shall be eligible to apply for any posted permanent teaching positions;
- 17.6.2** All vacant permanent teaching positions shall be posted on the school board's website available to all the school board's occasional teachers on the school board's Roster for at least three (3) weekdays, in accordance with article 17.5.
- 17.6.3** Subject to article 17.7 the school board shall identify the three (3) most senior applicants to the position who hold the required qualifications for the position, in accordance with articles 17.5.2 and 17.9, to be interviewed for the position. Prior to interviewing any of the three applicants, the applicants shall be contacted and asked to confirm that they wish to be interviewed for the position. If any of the three applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three applicants are interviewed. No further changes shall be made to the list of applicants to be considered for the position. Each of the identified applicants shall then be interviewed.
- 17.6.4** Following the interviews, the school board shall select the successful applicant from the applicants identified in 17.6.3. Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.
- 17.6.5** If no qualified occasional teachers apply to the vacant permanent teaching position posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher who is not on the Roster to fill this position.

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

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

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

- 17.7.1.1** The school board shall post the vacant positions consistent with article 17.5 and, subsequent to interviewing a minimum of three (3) applicants who hold the required qualifications for the position, in accordance with articles 17.5.2. and 17.9, shall select the successful applicant for the permanent position.
- 17.7.1.2** Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants;
- 17.7.1.3** In addition to the applicants from the Roster, a school board may choose, as one of the applicants to be interviewed, a teacher employed as a permanent teacher elsewhere in the province who has applied to the posting. Should the school board hire that teacher, the school board shall provide the name of the former employing District School Board to the local unit president, in addition to all other information that the school board is required to provide.
- 17.7.1.4** School boards shall ensure that at no time during a school year does the number of vacant permanent teaching positions filled in accordance with the provisions of 17.7 exceed thirty-five (35%) percent of the total number of vacant permanent teaching positions or thirty-five percent (35%) of all full-time (1.0 FTE) vacant permanent teaching assignments filled during the school year.
- 17.7.2** Under either of the processes outlined in 17.6 or 17.7, following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed by a member of the interview team who will provide recommendations, in writing, that shall be made to help enhance professional growth that may lead to a successful application in the future. The school board shall arrange for the meeting involving the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the interview, or as mutually agreed to by the school board and the local unit president or designate.
- 17.8** It is understood that all teachers hired under article 17.6 and 17.7 are subject to the surplus and redundancy provisions of the collective agreement.
- 17.9** Additional Qualifications for Specialized Assignments/Positions  
 OCSTA and the Association recognize that in addition to the required qualifications for both LTO assignments and permanent positions as defined in article 17.5.2, the following positions shall include the additional requirements listed below:
- i. Special Education Self-Contained Classes – at least 2 years in accumulated experience as a Special Education Resource Teacher, or hold a Special Education Specialist qualification.
  - ii. French Immersion Assignments/Positions – applicants may be required to demonstrate their French fluency. It is understood that this is not a

requirement for core French assignments/positions. Teachers with an FSL Specialist qualification or a DELF qualification shall be exempt from this requirement.

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

## **18. INFORMATION DISCLOSURE TO OECTA**

**18.1** The Board shall provide to OECTA on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:

- 18.1.1** The absent teacher's name, assignment and school;
- 18.1.2** The start date of the assignment and the duration;
- 18.1.3** The name of the occasional teacher or individual filling the absence;
- 18.1.4** The date/time the job was posted;
- 18.1.5** The date/time the job was filled;
- 18.1.6** The name of any certified teacher not on the Roster, employed to fill a teacher absence.

**18.1** The Board shall provide to OECTA on a semi-annual basis:

- 18.2.1** The name of any teacher on a Temporary Letter of Approval;
- 18.2.2** The name of any individual on a Letter of Permission;
- 18.2.3** The name of any uncertified person employed to replace an absent teacher.

**18.1** The Board shall provide to OECTA:

- 18.3.1** The current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.

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

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

**18.1** 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.

**19.1** 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.

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

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

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

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

**20.1.2** The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2019 to August 31, 2022.

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

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



- 20.1.4.1** A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.
- 20.1.4.2** Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.
- 20.1.4.3** The DRC shall meet within five (5) working days of receiving a notice of a dispute with particulars. Meetings may be held in person, by teleconference or in any other manner agreeable to the representatives of the DRC.
- 20.1.4.4** The DRC will review and discuss all notices of disputes received. Any positions taken during the course of the informal process are without prejudice. The parties may mutually agree to the resolution of a dispute at any point in the process prior to the decision of an arbitrator. The resolution shall be binding as if it were a decision of an arbitrator unless otherwise mutually agreed upon. The Crown shall have the right to give or withhold approval to any resolution between the central parties.
- 20.1.4.5** Within five (5) working days of the resolution being reached, it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.5** Following ten (10) working days of providing notice as per 20.1.4 above, either central party may refer the dispute to arbitration. The party seeking a decision through final and binding arbitration shall notify the other party and the Crown in right of Ontario, ("the Crown") in writing of its intent to do so. The parties shall be responsible for notifying their respective constituents.
- 20.1.6** Within ten (10) working days of receipt of the notification in paragraph 20.1.5, the Association and OCSTA shall exchange, in writing, a statement of fact outlining the particulars of the grievance including a description of the issue and their respective positions with respect to the interpretation, application or administration of the central term or condition in question, and the facts to be relied on. Within five (5) working days of the receipt of written notification pursuant to paragraph 20.1.5, the Crown shall advise the parties in writing of its intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.
- 20.1.7** Within thirty (30) calendar days of the completion of the hearing, the arbitrator shall render a decision in respect of whether or not there has been a breach of the collective agreement. The arbitrator shall remain seized with respect to remedial issues arising from the breach of the collective agreement.

- 20.1.8** The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and under subsection 43(5) of the School Boards Collective Bargaining Act, 2014, and the authority to order a remedy consistent with those powers which the arbitrator considers just and appropriate in the circumstances.
- 20.1.9** It is understood that a hearing may take place after regular business hours, by mutual agreement of the parties, in order to expedite resolution of the matter.
- 20.1.10** Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.
- 20.1.11** Within five (5) working days of the decision being rendered it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.12** The arbitral costs of resolving any dispute shall be shared equally between OCSTA and the Association and the Crown shall be responsible for its own costs.
- 20.1.13** Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- 20.1.14** All timelines set out in this article may be abridged or extended by mutual consent of the central parties.
- 20.1.15** For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.

## **21. HEALTH AND SAFETY**

- 21.1** All incidents of workplace violence, including sexual violence, as defined in the Occupational Health and Safety Act, are to be reported using the school board's online reporting tool.
- 21.1** Following the occurrence of an incident of workplace violence resulting in worker injury, or an incident of domestic violence, where the measures and precautions currently in place were followed but did not prevent the workplace injury, or the domestic violence incident, the school board shall conduct a risk reassessment and revise measures and procedures, including but not limited to, creating/updating a safety plan, in an effort to prevent further workplace injury or the recurrence of a domestic violence incident.
- 21.1** Consistent with obligations outlined in section 32.0.5 of the Occupational Health and Safety Act, a school board shall provide teachers at a school board worksite access to safety-relevant information with respect to each person at the worksite with a history of violent behaviour, if the teacher can be expected to encounter the person

in the course of their work and the risk of workplace violence is likely to expose the teacher to physical injury. Teachers shall be able to access, in a secure location (electronic or paper), a form, which identifies the person and includes the person's name, and, as appropriate, grade, classroom/class schedule, possible locations of encounter, known safety-relevant triggers or observable behaviours as well as safety-relevant interventions and a crisis-response plan, if any. Occasional and on-call teachers will be advised of the existence of, and shall have access to, the safety-relevant information where the teacher can be expected to encounter the person during their assignment. Teachers will ensure that the information for which access is provided is held in strict confidence and protected from disclosure.

#### **21.1 The Online Reporting Tool**

**21.4.1** Effective September 1, 2019, each school board shall ensure that the online reporting tool used by teachers is functioning and is fully compliant with the system specifications as outlined in memorandum 2018:SB06. Teachers will be provided with information and training on using the online reporting tool.

#### **21.1 Ability to Summon Immediate Assistance**

**21.5.1** Subsection 32.0.2(2)(b) of the Occupational Health and Safety Act outlines that school boards have measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur, including field trips. Where school boards do not already have policies/measures/procedures addressing this issue, these shall be implemented by September 1, 2020.

#### **21.1 The Joint Health and Safety Committee (the JHSC)**

**21.6.1** Each June, the worker and employer co-chairs shall set the schedule of JHSC meetings for the next school year. Meeting dates and times shall be mutually agreed to by the co-chairs. The schedule of meeting dates shall be shared with all members of the JHSC prior to the end of June.

**21.6.2** The agenda for each JHSC meeting shall include, as a standing item, workplace violence.

**21.6.3** Information provided to the JHSC via the school board's online reporting tool shall replace the person's name with a unique identifier, as agreed to by OCSTA and the Association, that allows the JHSC to track multiple violent incidences involving the same person, regardless of the school enrolment location.

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

- a) training/provision of information and instruction, as outlined in the matrix document previously distributed to school boards.
- b) worksite inspections protocol, to ensure compliance with the Act and regulations.
- c) Strategies for providing, and ensuring return of, keys for Occasional

- teachers to be able to lock their classroom door in the event of emergency.
- d) Strategies regarding the effective workings of site-based JHSCs.

## **22. CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)**

**22.1** Except in school boards where the local bargaining unit and school board agree that there is collective agreement language or a documented program which provides a greater benefit and accordingly shall remain in effect, the provisions below shall be implemented. Any dispute regarding the above shall be referred to the central dispute resolution process. Any teacher who changes FTE status in accordance with this provision shall be entitled to revert to the FTE status in effect immediately prior to the decrease effective at the commencement of the following school year and the applicable surplus and redundancy provisions shall apply if a return to fulltime status cannot be accommodated through available vacancies.

### **22.2 Increases in FTE Status**

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

### **22.3 Decreases in FTE Status**

Full-Time to Part-Time:

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

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

**23. E-LEARNING**

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

## LETTER OF AGREEMENT #1

### Re: RETIREMENT GRATUITIES

#### Retirement Gratuity

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

#### Non-Vested Retirement Gratuity for Teachers

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Health and Safety**

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

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

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

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

1. The Parties agree to continue the provincial health and safety committee no later than thirty (30) days after ratification of central terms. The committee will be comprised of four (4) representatives from the Ontario Catholic School Trustees' Association (OCSTA) and four (4) representatives from the Ontario English Catholic Teachers' Association (OECTA). Each Party will appoint a co-chair from their representatives. The committee will meet no less than four (4) times annually to discuss health and safety matters important to the sector.
2. The committee will identify best practices as they relate to health and safety initiatives. The work of the committee is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

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

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

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

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

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



**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Acting Administrators**

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

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

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

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

1. Representation

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

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

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

### **Arbitration of Differences**

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

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

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**- and -**

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

**- and -**

**The Crown**

**RE: Benefits**

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

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

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

## 1. **PRINCIPLES**

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

## 2. **GOVERNANCE**

### 2.1 **Board of Trustees**

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

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

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

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

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

### **3. ELIGIBILITY AND COVERAGE**

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

### **4. FUNDING**

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

**4.1.1** Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.

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

a.

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

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

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

iii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

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

b. Calculations in a.i), a.ii) and a.iii) will be subject to specified audit procedures that will be completed by the Boards external auditors by May 15, 2016.

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

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
  - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
  - ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.
- 4.1.5** All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.
- On any material matter relating to sections 4.1.2 a. and 4.1.4, OECTA or OCSTA can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.
- 4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).



Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.

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

## **4.2 Start-Up Costs**

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

required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.

#### 4.2.4

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

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

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

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

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

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

### **4.3 Interim Benefits Coverage**

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

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

## **5. SHARED SERVICES**

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

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

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

## 5.2 Trustees

- 5.2.1** The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:
- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
  - b. The annual reports of the auditors and actuaries.
  - c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
  - d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding Policy;
  - j. The Investment Policy and changes to the Investment Policy;
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 5.2.2** Despite 5.2.1, the Additional Trustees shall not vote on the adoption of the initial Benefit Plan design.
- 5.2.3** Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund claims stabilization or other reserves; and/or
  - b. Improve plan design; and/or
  - c. Expand eligibility; and/or
  - d. Reduce member premium share.
- 5.2.4** Under the Funding Policy, actual and projected funding deficiencies (per s.6.1) of the Trust will be addressed no later than the next regular plan renewal (as of September 1<sup>st</sup>) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds; and/or
  - b. Increased member share premium; and/or
  - c. Change plan design; and/or
  - d. Cost containment tools; and/or
  - e. Reduced plan eligibility; and/or
  - f. Cessation of benefits, other than life insurance benefits.

The Funding Policy shall require that the Trustees and the Additional Trustees to take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If

the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

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

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

**6. ACCOUNTABILITY**

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

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

**7. TRANSITION COMMITTEE**

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

**8. ENROLMENT**

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

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

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

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

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

**9. Errors and Omissions**

- 9.1** Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2** If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3** Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4** The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.

**10. Claims Support**

- 10.1** The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2** Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

**11. Privacy**

- 11.1** In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**12. PAYMENTS**

- 12.1** The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

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

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

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

**LETTER OF AGREEMENT #6  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Wellness and Attendance Review Committee**

The parties shall establish a joint committee.

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

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

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

The committee's mandate shall be to:

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

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



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

**LETTER OF AGREEMENT #7  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: OTBU Amalgamations**

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

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

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning**

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

**LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**RE: E-Learning Implementation Committee**

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

**LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: ELHT Benefit Matters**

**1. Retirees**

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

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



decisions by the Trust.

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

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

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

## 2. Structural Review

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

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

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

## 3. Board Benefits Surplus

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

**LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: OECTA's Court Challenge**

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

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

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

**AND**

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

**RE: The Support for Students Fund**

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

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

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

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

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

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

- School(s)

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

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

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

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

**LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**RE: Domestic and Sexual Violence**

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

**LETTER OF AGREEMENT #17**

**BETWEEN**

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

**AND**

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

**RE: No Reprisals**

OCSTA and OECTA agree that:

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

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

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

**LETTER OF AGREEMENT #18**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Class Size Local Language**

**Average Secondary Class Size**

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

**E-Learning**

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

## Appendix A

### OECTA Membership Fee Remittance File Requirements

#### File Description

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

#### Data File - Field Specifications

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



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

**Appendix B**

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

**Medical Certificate**

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

\_\_\_\_\_  
(Employee Name)

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

I hereby consent to the completion of this form by:

\_\_\_\_\_  
(Treating Medical Practitioner's Name)

<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)

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

**Part 5 below is to be completed.**

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

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

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

<b>PHYSICAL LIMITATIONS AND/OR RESTRICTIONS</b> <input type="checkbox"/> N/A			
Please describe <b>physical</b> limitations and/or restrictions only. <b>Cognitive</b> limitations and/or restrictions, if any, can be detailed in Part 3. These physical restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.			
<b>Date of Assessment:</b> _____ (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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**PART 5 – Health Care Practitioner Information**

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

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## Preamble

As disciples of Christ, we educate and nurture hope in all learners to realize their full potential to transform God's world.

## Article 1 - Purpose

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

## Article 2 - Definitions

- 2.01 (a) "*Teacher*" shall mean any employee of the Board who falls within the term "*Teacher*" as defined in the Education Act, Part X.1, s.277.1, and who is engaged in a teaching function, but does not include a supervisory officer, a principal or a vice-principal.

(b) "*Occasional Teacher*" shall mean an Occasional Teacher as defined in the Education Act, s.1.1:

For the purposes of this Act, a teacher is an Occasional Teacher if he or she is employed by a Board to teach as a substitute for a teacher who is or was employed, by the Board in a position that is part of its regular teaching staff including Continuing Education Teachers.

(c) "*Casual Occasional Teacher*" shall mean any Occasional Teacher employed by the Board for a period of 13 or less consecutive days as a replacement for a teacher.

(d) "*Long Term Occasional Teacher*" shall mean an Occasional Teacher who has worked for a period of 14 or more consecutive days as a replacement for a teacher. Where the Occasional Teacher was offered and accepted a posted assignment for a long term position, the definition shall apply from the first day worked.

(e) "*Intermittent pre-determined*" shall mean a Long Term position of which the Board has had advance written notice that a teacher shall be absent from his/her classroom duties for reasons such as scheduled workshops, professional duties, illness, etc. for accumulative, but not consecutive number of days, which shall be at least fourteen (14) days and the Board has elected to have the absent teacher replaced by the same Occasional Teacher. Pay adjustment shall be made retroactive upon completion of the 14<sup>th</sup> day.

(f) The Board shall forward to the Association the names of individuals for whom the Board has secured a Letter of Permission under Regulation 142 on or before November 30<sup>th</sup> and April 30<sup>th</sup> of each year.

(g) It is understood that when an Occasional Teacher is filling a vacancy or need in the system, regardless of whether there is a one to one relationship with an absent teacher, the above definitions shall apply.

- 2.02 “Days” mean instructional days unless otherwise specifically provided. “Instructional days” shall be those designated each school year by the Board, and do not include professional activity days or school holidays.
- (a) Each Long Term Occasional Teacher shall have a dated “*Long Term Occasional Teacher Letter of Employment*” specifying the assignment, duration and salary. A true copy of such letter shall be rendered to the Occasional Teacher. Failure by the Board to render such letter does not remove the Occasional Teachers’ rights under 2.01 (d).
  - (b) In the event that the Long Term Occasional Teacher’s letter of employment is to be terminated prior to the original termination date, the Long Term Occasional Teacher shall be given five (5) instructional days notice or five (5) days pay in lieu of notice. If the Teacher is to be given the five (5) days pay in lieu of notice, the Teacher shall be assigned elsewhere for those days.
  - (c) In determining whether to grant a Long Term Occasional Teacher Letter of Employment, the Board shall regard professional activity days, statutory holidays, illness or days when schools are closed by the Board as not breaking the consecutiveness of the days involved.
  - (d) The Board shall not break the consecutiveness of days of an assignment which already is a Long Term Occasional Teacher assignment, or which may become a Long Term Occasional Teacher assignment.
- 2.03 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

### **Article 3 - Recognition**

- 3.01 This Agreement shall apply to all employees in the bargaining unit, who are Occasional Teachers employed by the Waterloo Catholic District School Board.
- 3.02 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

### **Article 4 - Scope**

- 4.01 No fulltime Teacher, as defined in Article 2.01 (a) above, shall be covered by this Agreement. However,
- (a) a person who is employed by the Board as a teacher in respect of part-time permanent employment shall be covered by this Agreement in respect of any Occasional Teaching employment.
  - (b) A person who is employed by the Board as a teacher in respect of permanent employment, and who is accepted by the Board for Occasional employment during a Board approved leave of absence from their permanent employment, shall be covered by this Agreement in respect of such Occasional Teaching employment.

- 4.02 No person in any International Languages Programme, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teaching assignment.

#### **Article 5 – Changes as Required by Law**

- 5.01 In the event that this Agreement is altered by an outside party authorized by law to do so, those provisions so altered shall be subject to discussions between the Board and the Unit.

#### **Article 6 – Freedom of Information Requests**

- 6.01 The Director of Education shall consider written requests to provide the teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time.

#### **Article 7 - Management Rights**

- 7.01 The Association recognizes that it is the right of the Board to exercise the regular and customary functions of management and to direct the staff subject to the terms of the Agreement. These may include: hire, assign work, promote, suspend, transfer, layoff, or discipline/discharge for just cause.
- 7.02 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board, and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, the Education Act and the Regulations of the Ministry of Education, Occupational Health and Safety Act, Ontario Human Rights Code, and any other applicable Act or Regulation.
- 7.03 The Board recognizes that every employee has the right to employment free of harassment and the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offences, marital status, family status, handicap, or membership in OECTA as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy, as may be amended from time to time.
- 7.04 A teacher who has a claim against the Board for discrimination or harassment involving any of the above shall proceed through the Grievance Procedure within seven (7) calendar days as per Article 16.03 Procedure Step Two.
- 7.05 The Board shall endeavor to provide a workplace free of harassment as defined in the Ontario Human Rights Code, for all teachers.

7.06 The Board and the Occasional Teachers recognize that every teacher has the right to security of person in the workplace.

### **Article 8 - Association Security**

8.01 (a) The Board shall supply the Association with an up to date list of the Occasional Teachers, their addresses and seniority dates at the start of each month.

(b) Occasional Teachers shall become members of the Association from the first day of work for the Board.

(c) In addition to the Occasional Teacher Roster, the Board shall provide the Association with the names of the persons who are employed to replace teachers under Regulation 298 Section 21 emergency provision when no Occasional Teacher is available for placement. The Board shall also provide the Association with the names of all persons employed on Letters of Permission. These lists shall be provided electronically to the Association on October 31<sup>st</sup> and March 31<sup>st</sup>.

(d) The Board shall provide the Association with a list of people employed on Long Term assignments beginning September 30<sup>th</sup> of each school year and monthly thereafter.

### **Article 9 - Just Cause/Probation**

9.01 (a) The probationary period for an Occasional Teacher shall be thirty-five (35) teaching days or the completion of one (1) school year.

(b) No Occasional Teacher who has completed his/her probationary period shall be disciplined or discharged without just cause.

(c) During the probationary period, an Occasional Teacher may be removed from the Occasional Teachers' List only after OECTA has made a presentation to the Superintendent of Human Resource Services. In such an instance there shall be no recourse to the grievance procedure.

### **Article 10 - Association Dues**

10.01 During the term of this Agreement, the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the regular monthly fees and dues as certified by the Association to be currently in effect according to the Constitution and By-laws of the Association. The Association shall notify the Board in writing, no later than June 30 for the following September, as to the amount of dues or fees currently in effect according to its Constitution and By-laws.

10.02 Upon request from OECTA – Waterloo Unit, the Board shall deduct a levy from those teachers paying Association Dues referred to in 10.01, as certified by the Unit to be currently in effect. The Unit shall inform the Board in writing, no later than June 30 for the following September, as to any changes in the amount or frequency of the

levy. The monies shall be remitted to the Waterloo Unit OECTA within sixty (60) days of the request.

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

### **Article 11 - Strikes and Lockouts**

- 11.01 There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

### **Article 12 - Association Representation**

- 12.01 A teacher's participation in OECTA shall be recognized as being a positive contribution to the school system.
- 12.02 The Association may appoint, or otherwise select, a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the renewal or amendment of this Agreement.
- 12.03 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a Long Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the required number of teaching days, and the Long Term Occasional Teacher shall be paid by the Board, the daily rate of an Occasional Teacher for such day(s) spent in negotiations.
- 12.04 The Association and the Board agree that there shall be no discrimination, intimidation, restraint or coercion exercised by the Association or any of its members or by the Board with respect to any employee of the Board on the basis of membership in the Association or lawful activity of the Association.
- 12.05 (a) The Board shall pay for up to three (3) executive members of the Association who attend the following meetings with the Board on behalf of the Association:
- Association/Management
  - Grievance
  - Liaison Committee (*letter of understanding*)
- (b) Payment shall apply only to meetings held within school hours and be pro-rated to the teaching time required to attend the meeting.
- 12.06 (a) Upon request from the Unit, a teacher shall be released from his/her duties to perform official Association/Federation business with the consent of the Human Resource Officer or designate.

- (b) The Association and/or employees covered by this Agreement will not engage in Association activities during working hours without the permission of the Human Resource Officer.
- (c) Occasional Teachers may request the use of a room to conduct Association business. This request shall be approved by the immediate supervisor provided that it does not interfere with the instructional program or community use.
- (d) If the immediate supervisor or Supervisory Officer requests a disciplinary meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance, so that they may choose to have Association representation at that meeting.

## **Article 13 Leaves of Absence**

### **13.01 Sick Leave for Occasional Teachers on Long Term Assignments**

- (a) Sick leave shall be allocated in accordance with Part A, Section 4 of this collective agreement.
- (b) An Occasional Teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits, with the understanding the teacher is not currently on sick leave. The Board has the right to request appropriate documentation in such circumstances.

### **13.02 Bereavement Leave for Occasional Teachers on Long Term Assignments**

- (a) In the event of a death of an employee's spouse, child, step-child, ward, brother, sister, step-parent, or parent, leave shall be granted without loss of pay or service credit for up to five (5) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- (b) In the event of a death of an employee's mother-in-law, father-in-law, fiancé/fiancee, grandparents or grandchild, leave shall be granted without loss of pay or service credit for three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the three (3) days may be used after the eight (8) calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- (c) At the discretion of the Human Resources Officer or designate one (1) day shall be granted for the purpose of attending a funeral.

### **13.03 Parental Leave for Occasional Teachers on Long Term Assignments**

- (a) Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act.
- (b) A teacher shall be granted up to a maximum of four (4) days for needs directly related to the birth of their child without loss of pay or service credit.
- (c) For adoption leave the teacher shall have the option of Plan A and/or Plan B, as applicable. If a teacher is accessing Plan A and B with respect to the same adoption, it is understood that the teacher may only access Plan A prior to the requirement to access Plan B.
  - i) Plan A  
A teacher shall be granted special leave, without loss of pay or service credit up to a maximum of four (4) days for needs directly related to the legal adoption of a child. Plan A may be accessed only once per adoption per teacher.
  - ii) Plan B  
Where a teacher officially adopts a child, a leave of absence shall be granted under the same terms and conditions as outlined in 13.03 (a) except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.

#### 13.04 Other Leaves for Occasional Teachers on Long Term Assignments

- (a) Short term compassionate leave for very good reason may be granted at the discretion of the Human Resources Officer or designate with or without loss of pay, service credit and/or sick leave credit.
- (b) Emergency leave with pay up to one-half (0.5) day requires the approval of the Principal or designate.
- (c) Leaves may be granted with the approval of the Human Resource Officer or designate with or without pay and/or service credit for reasons not otherwise specified in this Agreement.

#### 13.05 Leaves Without Pay

- (a) Association Business
  - i) An Occasional Teacher who is elected to the position of Vice-President or President of the Association shall, if the duties of the office are such that the Vice-President or President is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.



ii) The Local of the Association may, if it so chooses, designate an Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, such Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.

iii) The Board shall consider such time as teaching experience for any purpose outlined in Article 22 of the collective agreement.

iv) Seniority, experience and the accumulation of sick leave credits shall continue during the leave.

(b) Other

An Occasional Teacher, who because of illness, Long Term assignment with another school board, or other personal reason becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for a period of up to one (1) year. Such unavailability is exclusive of statutory leaves per the Employment Standards Act.

13.06

Any Occasional Teacher becoming unavailable for assignment pursuant to 13.05 (a) or (b) above shall inform the Human Resource Officer in writing of the date of commencement of and return from the period of unavailability.

**Article 14 – Communication/Posting**

14.01 The Board shall provide space on a bulletin board in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices related to Association business.

14.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Human Resource Officer, or designate, and the President of the Local Unit, or designate.

14.03 All Occasional Teachers shall be provided with access to the Board's e-mail and Staffnet system.

14.04 The Unit shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.

**Article 15 – Occasional Teacher Liaison Committee**

15.01 The Occasional Teacher Liaison Committee shall be composed of three (3) representatives appointed by the Bargaining Unit and three (3) representatives appointed by the Board. The two groups shall each nominate one (1) of their

members as a co-chairperson. The committee shall meet as necessary to discuss workplace issues.

## **Article 16 - Grievance Procedure**

### 16.01 Definition

A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

### 16.02 Protocol

These differences or disputes exist between the Board, and the Unit acting on behalf of its members (*individual or group*). All decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

### 16.03 Individual Teacher Grievance

#### *PROCEDURE STEP ONE*

The Unit on behalf of the grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of the Collective Agreement and the redress sought to the Director of Education or designate. This action shall be taken within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August.

#### *PROCEDURE STEP TWO*

(a) Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, exclusive of July and August, the Director of Education, or designate, shall meet with the Unit on behalf of the grievor to discuss the matter. The Director of Education or designate shall give a written decision to the Unit within seven (7) consecutive calendar days of the meeting, exclusive of July and August.

(b) Notwithstanding the above, if a teacher accesses the Board's Employee Workplace Harassment/Discrimination Prevention Policy, as may be amended from time to time, and does not reach resolution, the teacher may access the Grievance Procedure at Step Two within seven (7) consecutive calendar days, exclusive of July and August.

#### *PROCEDURE STEP THREE*

(a) If, in the opinion of the Unit, the grievance remains unresolved by the decision of the Director of Education or designate, the Unit shall, within fifteen (15) consecutive calendar days, exclusive of July and August, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (*Ontario Labour Relations Act*).

The recipient of the notice shall, within five (5) consecutive calendar days, exclusive of July and August, inform the other party either that it accepts the other party's nominee as a single arbitrator.

If the recipient of the notice fails to nominate a single arbitrator or the parties fail to agree on a single arbitrator, the appointment shall be made by the Minister of Labour (*established under the OLRA*) upon the request of either party.

The single arbitrator shall hear and determine the difference and shall issue a decision binding upon the parties.

(b) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines shall be suspended until the grievance mediation is held.

(c) Each party shall bear the expenses of its own witnesses, and the expense of the single arbitrator shall be shared equally by the Unit and the Board.

#### 16.04 Group Grievance

If a common grievance concerning two or more members arises, it shall be submitted by the Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days, exclusive of July and August, the grievance remains unresolved, the Unit with the concurrence of the grievor may proceed to Step Three (3) of the Teacher Grievance Procedure.

#### 16.05 Unit Grievance

Where a grievance involves a question of general application or interpretation, the Board or the Unit may initiate the grievance by filing it with the Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

#### 16.06 Board Grievance

Should the Board have a grievance with the Unit, it shall refer the grievance to the appropriate executive of the Unit within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

#### 16.07 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance Arbitration Procedure.

- 16.08 Single Arbitrator  
The single arbitrator may relieve against any breach of such time limits on terms it considers fair and equitable.
- 16.09 Attendance of Witnesses  
The sole arbitrator shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.
- 16.10 Mediation  
As outlined in Section 50 of the Ontario Labour Relations Act, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.
- 16.11 Expedited Arbitration  
Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

#### **Article 17 - Personnel Files**

- 17.01 The Board shall have the right to maintain Personnel files stored on Board servers.  
All Occasional Teachers shall have access to review their personnel files upon giving twenty-four (24) hours notice prior to viewing. The Occasional Teacher, upon request, may make photocopies of any document from the file.
- 17.02 Each Occasional Teacher shall have the right to object in writing to any item in the file and such objection shall be attached to the disputed document. No written objection shall be removed from the Occasional Teacher's file without the Occasional Teacher's consent.
- 17.03 No documents, assessments, or written comments, any of which are derogatory, shall be placed in an Occasional Teacher's file unless a copy is sent to the Occasional Teacher.
- 17.04 An Occasional Teacher may request in writing, through the Human Resource Officer, the removal of a negative report in his/her file. It is understood that there may be a denial of any such request.
- 17.05 Where an Occasional Teacher gives written authorization to another person acting on her/his behalf, to access the Occasional Teacher's personnel file, the Board shall provide such access and furnish copies of said file, if requested and so authorized.
- 17.06 A complaint received against a teacher shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The specific nature and source of the complaint shall be disclosed to the teacher. The teacher shall be offered the opportunity to respond to the complaint with the participation and assistance of an OECTA release officer.

17.07 A teacher may request a log indicating who has accessed their file and the dates of access.

17.08 Investigation by the College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action shall be taken upon said teacher by the Board, nor shall any notice thereof be included in the Teacher's personnel file until the Teacher and the Unit have been duly notified by the Board and without prior investigation by the Board.

The parties agree that a complaint to, or investigation by the College of Teachers is not in and of itself grounds for discipline or dismissal. Notwithstanding any determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

### **Article 18 - Occasional Teacher Roster**

18.01 The Board shall establish an Occasional Teacher Roster. This list shall mean the total of any sub lists of Occasional Teachers kept by the Board's Human Resource Services Department.

18.02 To be eligible for inclusion on the Occasional Teacher Roster, an Occasional Teacher must satisfy the requirements of the Education Act and the Ontario College of Teachers' Act and accompanying Regulations. Nothing herein shall prevent the Board from employing uncertified personnel in the case where a qualified Occasional Teacher is not available as per Regulation 298, Section 21.

18.03 Prior to being placed on the first daily callout of the Occasional Teacher Roster, an Occasional Teacher must first be approved based on a Board's interview process, and also submit proof of College of Teachers membership and all other Board required documentation.

18.04 A teacher who retired from a full-time permanent teaching contract with the Board shall, upon request by the teacher to HR, be placed on the OT Roster provided the teacher's most recent Teacher Performance Appraisal was satisfactory. The teacher shall have access to daily assignments at the second callout level. This does not preclude the teacher from applying as a new hired to the Board per 18.03 to be placed on the first callout level.

18.05 A teacher who resigns from a permanent teaching contract with the Board shall, upon request by the teacher to HR within six months of their resignation date, be placed on the OT Roster, provided the teacher's most recent Teacher Performance Appraisal was satisfactory. The teacher shall have access to daily assignments at the first callout level.

18.06 (a) Completion of the Offense Declaration no later than August 31st of each year by an Occasional Teacher shall serve to inform the Human Resource Officer of the

teacher's intention to remain on the Occasional Teacher Roster and/or intent regarding Long Term Occasional Teacher Assignments for the following school year.

(b) The Board shall provide to the President of the Unit or designate, by August 15<sup>th</sup>, a list of all Occasional Teachers who have not completed an Offense Declaration.

(c) If an Offense Declaration is not provided by August 31, the Occasional Teacher shall have until October 31<sup>st</sup> to provide a new Criminal Background Check, at the teacher's expense, to the Human Resource Officer.

(d) The Board shall provide to the President of the Unit or designate, on September 30<sup>th</sup>, a list of all Occasional Teachers who have not completed an Offense Declaration or provided a new Criminal Background Check.

(e) The Criminal Background Check and the yearly Offense Declarations required of members of the Bargaining Unit under Regulation 5.21/01 shall be stored in a confidential file. Access to this file shall be limited to the Superintendent of Human Resources or designate.

18.07 All Occasional Teacher work shall first be assigned to Occasional Teachers on the Occasional Teacher Roster.

### **Article 19 - Occasional Teacher Daily Assignments**

19.01 Once accepted for placement on the Occasional Teachers Roster, the Occasional Teacher shall for the purpose of informing the daily callout system:

(a) select a geographic area or geographic areas (e.g. Kitchener-Waterloo, Cambridge, and rural schools)

(b) select one or more of the following divisions:

- Primary
- Junior
- Intermediate – elementary
- Senior

(c) select whether they want to be called out for any specialty programs identified at the time.

(d) select whether they want to be called for Con Ed supply if they hold Senior qualifications.

19.02 (a) Work shall be distributed on a rotational basis in accordance with elections made in 19.01 (a) – (c) and allowing for pre-scheduled assignments as per 19.03.

(b) The process for assigning work to Occasional Teachers at St. Louis Adult and Continuing Education Centre shall be separate and apart from 19.02(a).

(c) The Board shall not unilaterally modify a teacher's chosen selections, as per 19.01, job availability status or other elections to their profile, without written notification to the teacher and the Unit. Such written notification shall state the reason for the modification, unless prevented by law or regulation. This does not restrict the Unit rights under Article 16.

(d) When an Occasional Teacher is called during the day in an emergency situation, the Occasional Teacher who responds to the call shall not be skipped in the regular rotation.

(e) Call out for casual daily Occasional Teacher assignments shall occur between 6:00 p.m. and 10:00 p.m. and beginning at 6:00 a.m. for same day assignments.

### 19.03 Pre-scheduled assignments

(a) The needs of a school or program may be accommodated by using the same daily Occasional Teacher to provide continuity for the Education Program where daily Occasional Teachers are needed on a regular/frequent basis to support the Mount Mary program, provide program support, provide ongoing release for a teacher, etc. with the approval of the Superintendent of Human Resources or designate in consultation with OECTA.

An Occasional Teacher assigned to such an intermittent pre-determined position shall be considered a Long Term Occasional Teacher under Article 2.01 (e) with the approval of the Human Resource Officer.

(b) Until August 31, 2022, part-time contract teachers at each school shall be given the opportunity to accept pre-scheduled assignments that complement their schedule. These teachers shall be offered the opportunity to accept partial day assignments at their schools that are known prior to the day of the absence. A list of part-time contract teachers at each school shall be maintained by the office. Assignments shall be offered in a rotation based on the list of teachers and their available times.

(c) In a secondary school, where an assignment is known to be at least three consecutive days in duration, the administrator may, after seeking permission from HR, offer the assignment to a qualified Occasional Teacher.

19.04 In the event of an unfilled job at the secondary level, a fourth period, above the teacher's full schedule may be offered to Occasional Teachers who are at the school on a daily assignment. The teacher shall be paid 0.333 of the daily occasional rate for the fourth period.

## Article 20 - Daily Occasional Assigned Duties

20.01 (a) Each Occasional Teacher shall be assigned only the regularly scheduled duties and workload of the teacher being replaced. Planning time and supervision are included.

(b) In Elementary schools, on single day placements, the Occasional Teachers shall receive a minimum forty (40) minute block of preparation and planning time. Notwithstanding, an Occasional Teacher replacing as FSL teacher or Planning Time Teacher shall receive planning and preparation time as per the Waterloo Elementary Bargaining Unit Collective Agreement.

(c) An Occasional teacher missing the regularly scheduled planning time as in (b) shall submit the Missed Planning Time form located on the Board website, within five (5) school days of the date when the missed planning time occurred, except that in the last week of June, this form must be submitted within seven (7) calendar days. Upon verification by the Human Resources department, authorization of financial compensation at the rate of 0.167 of the daily Occasional Teacher rate for each eligible day in which the planning time was lost shall be provided to the Payroll department.

(d) In Secondary schools, an Occasional Teacher may be required to do an Emergency On-Call that may normally have been assigned to the teacher that he/she is replacing for the day.

20.02 An Occasional Teacher shall not be responsible for supervisory duties prior to the beginning of morning classes on the first day of an assignment. An alternate assignment for supervision may be made for later in the day.

20.03 (a) No teacher shall be requested to carry out any of the following procedures:

- lifting and positioning
- assistance with mobility
- feeding
- toileting
- injecting of any substance
- Administration of medications
- Monitoring, reporting, and/or interpreting of any on-going tests (e.g. Diabetic monitoring/testing) other than ongoing general monitoring and reporting of students' overall health and fitness, per the education act

However, a teacher shall provide help and/or seek assistance for a student in an emergency and ensure that all reasonable safety procedures are carried out in courses and activities for which the teacher is responsible.

(b) The Board shall, through existing or supplementary insurance coverage, insure teachers against claims arising from the administration of medication in emergency/non-emergency situations.



20.04 An Occasional Teacher assigned a half-day (0.5) in an elementary school for the morning session, shall not be required to perform lunch supervision.

## **Article 21 - Long Term Occasional Positions**

21.01 Long Term Occasional Assignments shall be granted in accordance with Part A, Section 17.

## **Article 22 - Method of Payment**

(In accordance with Part A, Section 2) salary grids and allowances shall be as follows:

22.01 An Occasional Teacher employed by the Board shall be paid a daily salary for each day of casual assignment according to the following rate of pay:

Effective September 1, 2019 \$239.88

Effective September 1, 2020 \$242.28

Effective September 1, 2021 \$244.70

The rates outlined above are inclusive of statutory holiday and vacation pay.

### 22.02 Partial Day assignments

#### (a) Daily assignments

i) Elementary assignments shall be paid as half (0.5) or full days (1.0).

ii) Secondary assignments shall be paid as half (0.5), two-thirds (0.667) or full days (1.0).

iii) A secondary assignment of a single period shall have, as per the established protocol at the school, a half period or full period timeslot adjacent to the original period added to it to form the half (0.5) or two-thirds (0.667) day. The teacher may be assigned to teaching duties for the added portion of the assignment.

iv) A secondary assignment consisting of two periods that are separated by more than another teaching period shall be deemed a full day. The teacher may be assigned to teaching duties for one of the two unscheduled periods.

#### (b) LTO assignments

i) LTO assignments shall be paid on grid based on the teaching FTE.

ii) Effective September 1, 2020, where an LTO assignment started off as a daily assignment of a single period, paid as a half (0.5) day or two-thirds (0.667) day, and became a single period FTE (0.333) LTO, the teacher shall receive the payment for the added portion of the daily assignment prior to the change in status to LTO, based on the daily rate.

22.03 A Long Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board's Teachers. Category placement on the grid shall be determined in accordance with QECO Programme 5. The grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching

experience and category placement. Payment of the teachers' salary grid shall be retroactive to the first day of the Long Term Occasional Teacher assignment.

- 22.04 All Occasional Teachers shall be paid bi-weekly via electronic transfer. Pay statements are to be mailed and/or electronically transmitted upon issue.
- 22.05 An Occasional Teacher on a Long Term Occasional Teacher assignment shall be paid when the school(s) is/are closed by the Director due to inclement weather or emergency situations.
- 22.06 Notwithstanding the above, an Occasional Teacher employed by the Board in Continuing Education shall be paid an hourly rate as indicated in the table below:

Position	Effective	Basic Rate	Holiday Pay	Vacation	Total
SSC Supply Certified	<u>September 1, 2019</u>	<u>38.40</u>	<u>1.24</u>	<u>1.65</u>	<u>41.29</u>
	<u>September 1, 2020</u>	<u>38.78</u>	<u>1.25</u>	<u>1.67</u>	<u>41.70</u>
	<u>September 1, 2021</u>	<u>39.17</u>	<u>1.26</u>	<u>1.69</u>	<u>42.12</u>

**Article 23 - Allowance for Experience for Long Term Occasional**

- 23.01 Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers' College, or Faculty of Education, as a teacher employed with a school board in a Long Term Occasional or permanent assignment constituted under the Education Act, or an educational institution acceptable by the Board.

As of September 1, 2016 Occasional Teachers shall be credited with experience for daily occasional assignments at the Board. Such experience shall be calculated prior to the start of each school year only based on the year prior. The calculated experience shall be applied for the purposes of determining grid placement at the time an Occasional Teacher is assigned to a Long Term Occasional or permanent teaching position.

Daily occasional experience from a different school board is not considered in determining the experience of a Long Term Occasional Teacher.

- 23.02 (a) Teaching experience shall be based on teaching time as a certified Teacher. Placement on the salary grid shall be in 10% increments based on total teaching days of service divided by 194 rounded to the nearest tenth of a year.
- (b) Only that experience earned while holding an Ontario Teaching Certificate (or foreign equivalent) shall be recognized.
- (c) Teaching experience earned during a school year shall be credited to the teacher as of September 1 following the school year in which it was earned.

23.03 Upon assignment to a Long Term Occasional teaching position, a notification email shall be sent from the Human Resources Officer no later than twenty (20) days following the start of the assignment indicating:

- approximate length of assignment
- rate of pay based on QECO rating
- where to find entitlement to sick leave
- a reference to potential benefits provided via OECTA EHLT

An acceptance via return email shall be sent to the Board.

23.04 (a) A Long Term Occasional Teacher's placement on the salary grid shall be determined through the use of QECO Programme 5. The onus of proof of an Occasional Teacher's placement on the schedule rests with the Occasional Teacher. Such proof must be documented.

(b) i) A Teacher presenting an evaluation statement from QECO by January 15<sup>th</sup> based on courses taken prior to September 1<sup>st</sup>, shall have his/her salary adjustment, if any, made retroactive to September 1<sup>st</sup> of that same school year.

ii) A Teacher presenting an evaluation statement from QECO by April 30<sup>th</sup> based on courses taken prior to January 31<sup>st</sup>, shall have his/her salary adjustment, if any, made retroactive to January 1<sup>st</sup> of that same school year.

iii) No adjustment shall be made until the Teacher has submitted proof of the completion date of the final course taken.

iv) No salary adjustments relevant to an updated QECO placement shall be considered after April 30<sup>th</sup> for that school year during the term of this Agreement.

v) A Teacher submitting an initial evaluation statement from QECO shall have until August 31 to do so and shall have his/her salary adjustment, if any, made retroactive to September 1<sup>st</sup> of that same school year.

vi) All submissions/correspondence with regards to this Clause shall be through the Human Resources Officer.

## **Article 24 - Reporting to Assignment**

24.01 An Occasional Teacher who reports for a partial (0.5 or 0.667) day placement as a result of a dispatching error on the part of the Board shall be paid a partial (0.5 or 0.667) day's pay for reporting as required, and shall be assigned appropriate duties by the Principal or designate.

24.02 An Occasional Teacher who reports for a full (1.0) day placement as a result of a dispatching error on the part of the Board shall be paid a full (1.0) day's pay for

reporting as required, and shall be assigned appropriate duties by the Principal or designate. The Board may re-assign the teacher to another school if necessary.

24.03 An Occasional Teacher who reports for a placement and does not work because of inclement weather shall receive a half-day's (0.5) pay.

24.04 If a daily assignment is cancelled within one (1) hour of the start of as assignment, the Occasional Teacher may report to the school for the day as per the original assignment and shall be entitled to be paid for the original partial or full (1.0) day assignment. The Occasional Teacher shall be assigned appropriate duties by the Principal or designate. The Board may re-assign the teacher to another school if necessary. This article does not apply in the event a school is closed due to inclement weather.

### **Article 25 - Professional Development Days**

25.01 A Long Term Occasional Teacher shall be required to attend professional activity days commensurate with the percentage of contractual time which they are deemed to hold.

25.02 An Occasional Teacher not meeting the conditions in Article 25.01 may attend, without pay, scheduled professional development days arranged by the Board.

25.03 All Occasional Teachers shall be given access to ERO, or any other digital platform provided by the Board for registering for PD opportunities.

### **Article 26 - Travel Allowance**

26.01 A travel allowance in accordance with Board Policy, AP Memo APS010, shall be paid to Occasional Teachers when replacing Itinerant Teachers.

26.02 An Occasional Teacher who accepts a single assignment at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. It is understood that an Occasional Teacher accepting such an assignment has travel time exclusive of preparation time and supervision time, and only on such an assignment may where possible be exclusive of lunchtime. The travel allowance as outlined in Article 26.01 shall be applicable to the Occasional Teacher with such an assignment.

### **Article 27 - Distribution of Agreement**

27.01 a) The Board shall make the Collective Agreement available to each member of the Local Teacher Bargaining Unit within thirty (30) days of the ratification and signing of the tentative agreement by both parties.

b) Timelines may be extended by mutual agreement.

## **Article 28 – Duration of Agreement**

28.01 This Collective Agreement shall be effective for the period of September 1, 2019 to August 31, 2022 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

### **LETTER OF UNDERSTANDING – INTRODUCTION OF A NEW DISPATCH SYSTEM**

In the event the Board intends to introduce a new dispatch system for the purposes of calling Occasional Teachers for daily assignments, the Board will discuss the implementation, parameters and configuration of the new system with the Association. Discussions will begin upon the Board making the decision to implement a new system and will continue throughout implementation. In addition, the Association will be provided training with respect to the functionality of the system.

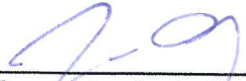
### **LETTER OF UNDERSTANDING – LONG TERM OCCASIONAL ASSIGNMENT EVALUATIONS**


The Board and Association agree to meet and discuss the process and best practices with respect to the evaluation of teachers in Long Term Occasional assignments, per Part A of this agreement. The discussions will begin no later than October 31, 2020 and may include all procedural matters with respect to evaluations except for what is outlined in Part A of this agreement.

**SIGNING PAGE**

THIS AGREEMENT signed at KITCHENER on the 1<sup>st</sup> day of February, 2021

SIGNED on behalf THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

  
\_\_\_\_\_  
Superintendent of Human Resource Services

  
\_\_\_\_\_  
Director of Education

SIGNED on behalf of the ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION –  
LOCAL TEACHERS BARGAINING UNIT

  
\_\_\_\_\_  
President – Waterloo Unit OECTA

  
\_\_\_\_\_  
Vice President Occasional – Waterloo Unit OECTA