



AGREEMENT BETWEEN

**WATERLOO CATHOLIC DISTRICT
SCHOOL BOARD**

and

**OECTA - WATERLOO UNIT
SECONDARY 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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TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

1.1 Term of Agreement

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

1.2 Amendment of Terms

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

1.3 Notice to Bargain

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

2 SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2019: 1%

2.1.2 September 1, 2020: 1%

2.1.3 September 1, 2021: 1%

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

3.1 Sick Leave Benefit Plan

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

3.2 Sick Leave Days

Subject to paragraphs **3.4-3.8** below, full-time teachers will be allocated eleven (11) sick days payable at one hundred percent (100%) of salary on the first day of each school year. (Clarification- For permanent full time teachers the rate will be

calculated by dividing annual grid salary inclusive of any applicable allowances, by 194.) When a teacher's employment status is less than full time, the teacher's eligibility for sick leave credits shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers on an unpaid leave of absence are not eligible to access benefits under this article for the portion of the workday for which the teacher is on an unpaid leave of absence. Sick leave days may be used for reasons of personal illness and injury, and personal medical appointments.

3.3 Short-Term Leave and Disability Plan (STLDP)

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

3.4 Teacher Pension Plan Implications

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

3.5 Eligibility and Allocation

- 3.5.1** The allocations outlined in paragraphs **3.2** and **3.3** above, will be provided on the first day of each school year. In the event that a teacher is absent on the first day of the school year, the allocations outlined in paragraphs **3.2** and **3.3** above will be granted subject to the restrictions outlined in paragraphs **3.5.3**

to **3.5.5**. If a teacher is absent on the last day of a school year and the first day of the following school year for unrelated reasons, the allocations outlined in paragraphs **3.2** and **3.3** above will be provided on the first day of the school year.

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

- 3.5.7 LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.8 Where a teacher is not receiving benefits from another source, and is working less than their full time equivalency in the course of a graduated return to work as the teacher recovers from an illness or injury, the teacher may use any sick/short-term leave and disability allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

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

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

This top up is calculated as follows:

- 3.6.1 Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.
- 3.6.2 In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary as described in **3.6.1** above.
- 3.6.3 When teachers use any part of a short-term sick leave day they may access their top-up bank to top up their salary to 100%. For clarity, one day in a top-up bank may be used to top-up ten days of STLDPT from 90% to 100% of salary.

3.7 Administration

- 3.7.1 A school board may request medical confirmation of illness or injury confirming the dates of absence, the reason therefore (omitting a diagnosis),

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

- 3.7.2 School boards shall provide to the local unit president(s) a list of all teachers who have been absent for eleven (11) or more consecutive days within a week following the end of each calendar month. This report shall be for the purpose of activating the early intervention program associated with the OECTA LTD plan.
- 3.7.3 Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.
- 3.7.4 In cases where a teacher refuses to reasonably cooperate in the administration of the sick leave and short-term leave and disability plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

3.8 Long Term Disability (LTD)

- 3.8.1 The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 3.8.2 Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 3.8.3 The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **3.8.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 3.8.4 All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5 The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6 The school boards shall enroll all teachers, identified in paragraph **3.8.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 3.8.7 The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **3.8.4** above represented by the Association with LTD Claim kits.
- 3.8.8 The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed

by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.

- 3.8.9 The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **3.8.8** above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10 The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 3.8.11 The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **3.8.9** above.
- 3.8.12 The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13 School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 3.8.14 School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 3.8.15 School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 3.8.16 LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

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

4.1 Sick Leave Benefit Plan

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

4.2 Sick Leave Days

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

4.3 Short-Term Leave and Disability Plan (STLDP)

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

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

4.4 Teacher Pension Plan Implications

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

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

4.4.3 If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved

or if the employee returns to active employment whether on a part time or graduated basis.

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

4.5 Eligibility and Allocation

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

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

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

4.6 Administration

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

compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

4.7 Long Term Disability (LTD)

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

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

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

5 RETIREMENT GRATUITIES

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

6 PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

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

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

Diagnostic Assessment

- 6.2.1 Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant with Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).
- 6.2.2 Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

6.3 Annual Learning Plan

- 6.3.1 The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. Experienced teachers must

complete/update their ALP in accordance with Ministry and regulatory requirements. The ALP is teacher-authored and directed and is developed in a consultative and collaborative manner with the principal, or designate.

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

7 BENEFITS

7.1 Funding

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

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

7.1.2.1 Funding amounts for benefits improvements:

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

7.1.2.2 In addition to 7.1.2.1 the funding amounts for inflation:

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

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

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

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

7.2 INFORMATION TO BE PROVIDED TO PLAN ADMINISTRATOR/ASSOCIATION

- 7.2.1 Each school board shall provide to the plan administrator, information necessary to enroll members and process changes in members' status, as determined by the plan administrator acting reasonably, including but not limited to all new hires. Said information shall be provided via Board HRIS files, in accordance with the schedule(s) to be determined by the plan administrator acting reasonably, as part of the school board's HRIS file following the school board becoming aware of the hire or change in the member's status. School boards shall provide future dated status changes, once notified to do so by the plan administrator.
- 7.2.2 Upon written request from the plan administrator acting reasonably, each school board shall provide information required to correct or clarify information previously provided by the school board. Correcting and clarifying information shall be provided within seven (7) business days of receiving the written request, recognizing that an unusual circumstance may arise which results in a school board submitting the information late.
- 7.2.3 On the 1st business day of each month, school boards shall provide to the Association all information identified on Appendix A. The Association shall ensure that appropriate privacy safeguards are adopted to adequately protect any personal information provided via Appendix A.
- 7.2.4 Each school board shall deduct from the wages of participating members identified by the plan administrator, the amount of employee contributions that the member is required to make, in accordance with a payroll file provided by the plan administrator, and shall remit said contributions to the plan administrator, on or before the first business day of each month.
- 7.2.5 The parties agree to form a committee to discuss and address data issues and other issues of concern to OCSTA, school boards, the ELHT and the Association in respect of benefits. The committee will include representation from the central parties, school board staff, and the plan administrator. Representatives from applicable HRIS vendors will also be requested to attend when appropriate.

8 EARNED LEAVE PLAN

- 8.1** Where a permanent teacher has acquired but not used an earned leave entitlement under the earned leave plan, as identified below, such earned leave entitlement (to a maximum of six days) may be used in accordance with the following:

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

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

- 8.4.5.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;
- 8.4.5.2** The government/employer will be obligated to match these contributions;

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

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

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

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

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

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

8.4.12 Leave days shall not be subject to calendar restrictions.

8.5 Notwithstanding anything herein, attendance-related earned leave program provisions in effect as of August 31, 2014 in Part B of the collective agreement shall continue to remain in effect.

8.6 This article shall not diminish any right to grieve or process any grievance which occurred on or before August 31, 2019 with respect to any alleged breach of the earned leave program in article 8 of the 2014- 17 collective agreement.

9 RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

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

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

10 RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS

- 10.1 Any principal or vice-principal who returns to the bargaining unit within twenty-four (24) months of their appointment to administration shall be permitted to do so without loss of seniority within the local bargaining unit.
- 10.2 If a vacancy is created by the appointment it shall be filled by a permanent teacher.
- 10.3 The return of any principal or vice-principal to the bargaining unit is contingent upon there being a vacancy for which the individual is qualified. In the event that no such vacancy exists, the principal or vice-principal shall be placed on the redundancy list.
- 10.4 No member of the bargaining unit shall be adversely affected by being displaced or having their assignment changed as a result of the return, in the year in which the principal or vice-principal returns to the bargaining unit.

11 BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)

- 11.1 Should any 2012-2014 collective agreement (including practices thereunder, Letters of Intent or Understanding, Minutes of Settlement, or other memoranda) contain superior board level joint staffing committee provisions to any central or local term, or conditions that are otherwise not addressed in central or local terms, those provisions shall endure and prevail.
- 11.2 The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.
- 11.3 The committee shall be comprised of equal numbers of members to be appointed by the Association and the school board respectively, not to exceed six (6) members in total.
- 11.4 The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.
- 11.5 The committee co-chairs shall draft agenda and discussion items collaboratively.
- 11.6 At a minimum, the JSC shall meet at least once in each quarter as follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.
- 11.7 Discussion items and functions shall include but are not limited to:
 - Enrolment
 - Class size
 - Existing staffing model and staff allocation
 - Monitoring compliance with respect to Ministry/collective agreement staffing requirements
 - Making recommendations on and monitoring the implementation of new programs/initiatives
- 11.8 The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:
 - Information necessary to monitor compliance with staffing requirements

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

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

12 RECALL RIGHTS

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

13 WSIB TOP-UP

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

14 PREGNANCY LEAVE SEB PLAN

- 14.1 Teachers eligible for Employment Insurance while on pregnancy leave shall receive 100% of salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child. This amount shall be received without deduction from sick leave or short term disability coverage. The amount paid by the school board for the eight (8) week period shall be equal to the teacher's annual salary divided by the number of school days in a school year (194 days), less the amount the teacher receives from Employment Insurance.
- 14.2 Teachers not eligible for Employment Insurance while on pregnancy leave will receive 100% of salary from the employer for a total of not less than eight (8) weeks, with no deduction from sick leave or short term disability coverage. For clarity, for any part of the eight (8) weeks that falls during a period of time that is

not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time. When the birth of the teacher's child occurs in a non-work period, she will nevertheless be provided with payment for the 2 week waiting period as part of the 8 week SEB.

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

15 STATUTORY LEAVES OF ABSENCE/SEB

15.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- 15.1.7 The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8)

weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

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

16 PAID LEAVES OF ABSENCE

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

17 HIRING PRACTICES

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

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

17.1 Seniority

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

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

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

17.2.2 For the purpose of establishing the order of the Roster, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be

broken according to the following criteria and in the following order, based on the greater experience:

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

17.2.2.2 Teaching experience as a certified teacher in Ontario;

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

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

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

17.3 The Appointment of Occasional Teachers in Long Term Assignments:

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

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

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

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

17.3.2.2 The school board shall identify the five most senior applicants to the LTO assignment posting who are available for the assignment and hold the required qualifications for the assignment, in accordance with articles 17.5.2 and 17.9_below. An Occasional Teacher shall be considered available for the assignment if said teacher has not already been assigned to another LTO position during the term of the LTO assignment being filled in accordance with this process. Each of the five most senior applicants shall be contacted and asked to confirm that they wish to be considered for the position. If any of the five applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that five applicants are considered. No further changes shall be made to the list of applicants to be considered for the assignment.

- 17.3.2.3** The school board shall select the successful applicant from the applicants identified in 17.3.2.2. In doing so, the school board shall access and consider the information contained in the Occasional Teacher's portfolio. Should less than five (5) qualified applicants apply to the LTO assignment posting, the school board shall select the successful applicant from the qualified applicants;
- 17.3.2.4** If no qualified occasional teachers apply to the LTO assignment posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher, in accordance with articles 17.5.2 and 17.9 below, who is not on the Roster, to fill this assignment.

17.4 Occasional Teacher Evaluations

- 17.4.1** All occasional teachers completing an LTO assignment of a minimum of four (4) months in duration shall receive an evaluation using the templated process that has been mutually agreed to by the school board and OECTA. Should the occasional teacher receive an unsatisfactory evaluation, an evaluation shall occur during the next LTO assignment of at least two (2) months duration. Should the occasional teacher receive a satisfactory evaluation at any time, further evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.
- 17.4.2** Where an occasional teacher receives an unsatisfactory evaluation, the school board shall arrange for a meeting with the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher shall be debriefed, and provided with a written improvement plan. The improvement plan shall identify recommendations to address any areas of improvement identified in the evaluation. The recommendations and the timelines for completion of the recommendations shall be reasonable and accessible.
- 17.4.3** Occasional teachers who receive an unsatisfactory evaluation shall be required to complete the recommendations found in the improvement plan within the timelines identified. Said occasional teachers shall remain eligible to apply and be considered for other LTO assignments provided that the occasional teacher is able to demonstrate that they are actively working to complete the recommendations.
- 17.4.4** Should the occasional teacher receive a second evaluation during the completion of a subsequent LTO assignment and should that evaluation result in an unsatisfactory rating, the school board shall arrange for a meeting involving a supervisory officer, the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher will be debriefed and provided with a written improvement plan and a timeline for completion, in accordance with 17.4.2. It is understood that the teacher will not be

eligible to apply for any subsequent LTO assignments until the improvement plan has been successfully completed.

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

17.5 Postings for LTO Assignments and Permanent Positions

- 17.5.1** In addition to any requirements as outlined in the local terms of the collective agreement, each posting shall identify the posting number, the school, division(s) or grade(s) and, as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates.
- 17.5.2** For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required.
- 17.5.3** If one of the subjects identified in the posting is a restricted subject, as identified in Regulation 298, the applicant must hold the qualification for the restricted subject.
- 17.5.4** All postings shall identify that the end date is subject to change, as applicable.

17.6 The Hiring of Occasional Teachers to 65% of Permanent Teaching Positions

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

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

- 17.6.1** Occasional Teachers who have completed a minimum of one (1) LTO assignment that was a minimum of four (4) months in duration, and, in accordance with 17.4.1, whose last evaluation resulted in a satisfactory rating, shall be eligible to apply for any posted permanent teaching positions;
- 17.6.2** All vacant permanent teaching positions shall be posted on the school board's website available to all the school board's occasional teachers on the school board's Roster for at least three (3) weekdays, in accordance with article 17.5.

- 17.6.3** Subject to article 17.7 the school board shall identify the three (3) most senior applicants to the position who hold the required qualifications for the position, in accordance with articles 17.5.2 and 17.9, to be interviewed for the position. Prior to interviewing any of the three applicants, the applicants shall be contacted and asked to confirm that they wish to be interviewed for the position. If any of the three applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three applicants are interviewed. No further changes shall be made to the list of applicants to be considered for the position. Each of the identified applicants shall then be interviewed.
- 17.6.4** Following the interviews, the school board shall select the successful applicant from the applicants identified in 17.6.3. Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.
- 17.6.5** If no qualified occasional teachers apply to the vacant permanent teaching position posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher who is not on the Roster to fill this position.

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

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

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

- 17.7.1.1** The school board shall post the vacant positions consistent with article 17.5 and, subsequent to interviewing a minimum of three (3) applicants who hold the required qualifications for the position, in accordance with articles 17.5.2. and 17.9, shall select the successful applicant for the permanent position.
- 17.7.1.2** Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants;
- 17.7.1.3** In addition to the applicants from the Roster, a school board may choose, as one of the applicants to be interviewed, a teacher employed as a permanent teacher elsewhere in the province who has applied to the posting. Should the school board hire that teacher, the school board shall provide the name of the former employing District School Board to the local unit president, in

addition to all other information that the school board is required to provide.

17.7.1.4 School boards shall ensure that at no time during a school year does the number of vacant permanent teaching positions filled in accordance with the provisions of 17.7 exceed thirty-five (35%) percent of the total number of vacant permanent teaching positions or thirty-five percent (35%) of all full-time (1.0 FTE) vacant permanent teaching assignments filled during the school year.

17.7.2 Under either of the processes outlined in 17.6 or 17.7, following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed by a member of the interview team who will provide recommendations, in writing, that shall be made to help enhance professional growth that may lead to a successful application in the future. The school board shall arrange for the meeting involving the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the interview, or as mutually agreed to by the school board and the local unit president or designate.

17.8 It is understood that all teachers hired under article 17.6 and 17.7 are subject to the surplus and redundancy provisions of the collective agreement.

17.9 Additional Qualifications for Specialized Assignments/Positions

OCSTA and the Association recognize that in addition to the required qualifications for both LTO assignments and permanent positions as defined in article 17.5.2, the following positions shall include the additional requirements listed below:

- i. Special Education Self-Contained Classes – at least 2 years in accumulated experience as a Special Education Resource Teacher, or hold a Special Education Specialist qualification.
- ii. French Immersion Assignments/Positions – applicants may be required to demonstrate their French fluency. It is understood that this is not a requirement for core French assignments/positions. Teachers with an FSL Specialist qualification or a DELF qualification shall be exempt from this requirement.

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

18 INFORMATION DISCLOSURE TO OECTA

- 18.1** The Board shall provide to OECTA on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:
- 18.1.1 The absent teacher's name, assignment and school;
 - 18.1.2 The start date of the assignment and the duration;
 - 18.1.3 The name of the occasional teacher or individual filling the absence;
 - 18.1.4 The date/time the job was posted;
 - 18.1.5 The date/time the job was filled;

- 18.1.6 The name of any certified teacher not on the Roster, employed to fill a teacher absence.
- 18.2 The Board shall provide to OECTA on a semi-annual basis:
 - 18.2.1 The name of any teacher on a Temporary Letter of Approval;
 - 18.2.2 The name of any individual on a Letter of Permission;
 - 18.2.3 The name of any uncertified person employed to replace an absent teacher.
- 18.3 The Board shall provide to OECTA:
 - 18.3.1 The current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.
- 18.4 For each LTO and permanent position, the Board shall provide the following information to OECTA:
 - 18.4.1 The job posting at the time the posting is circulated in the system and/or is posted externally. The posting shall identify the posting number, the school, division(s) or grade(s) and as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates;
 - 18.4.2 The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
 - 18.4.3 For permanent positions, the list of interviewees, including the name of the permanent teacher employed elsewhere, within three (3) weekdays of the closing of the posting;
 - 18.4.4 For LTO positions, the list of the five (5) most senior applicants who are qualified and available, as per article 17.3.2.2, within three (3) weekdays of the closing of the posting;
 - 18.4.5 The name of the successful candidate within three (3) weekdays of the successful applicant being selected and whether it was filled in accordance with 17.6 or 17.7;
- 18.5 In boards where the above information in 18.1 through 18.4 is provided more expeditiously, the boards shall continue to do so.

19 ACCESS TO INFORMATION

- 19.1 School Boards and the Ministry of Education will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.
- 19.2 By August 15 of each school year, every school board shall collect and provide to the Ministry of Education, OECTA and OCSTA electronic data regarding sick leave usage and other paid leave usage for all teachers during the prior school year. This shall be provided in aggregate by panel.
- 19.3 Boards authorize the Ministry of Education to provide all the financial and non-financial information collected through the Education Financial Information System (EFIS) to OECTA and OCSTA.

20 CENTRAL DISPUTE RESOLUTION PROCESS

- 20.1** The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement. OCSTA and/or the Association may seek a decision through final and binding arbitration to resolve any difference arising from the interpretation, application or administration of any central term of the collective agreement, using the following process:
- 20.1.1 OCSTA and the Association shall agree on a list of three (3) arbitrators who agree to participate and who are able to provide the parties with a list of available dates that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable the parties shall agree to a replacement(s) in order to maintain a complement of three (3) arbitrators. The initial selection and the replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.
 - 20.1.2 The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2019 to August 31, 2022.
 - 20.1.3 The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.
 - 20.1.4 Within 30 working days of becoming aware of a matter giving rise to a dispute, a party shall provide notice of the dispute and refer it to the following informal process:
 - 20.1.4.1 A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.
 - 20.1.4.2 Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.
 - 20.1.4.3 The DRC shall meet within five (5) working days of receiving a notice of a dispute with particulars. Meetings may be held in person, by teleconference or in any other manner agreeable to the representatives of the DRC.
 - 20.1.4.4 The DRC will review and discuss all notices of disputes received. Any positions taken during the course of the informal process are without prejudice. The parties may mutually agree to the resolution of a dispute at any point in the process prior to the decision of an

arbitrator. The resolution shall be binding as if it were a decision of an arbitrator unless otherwise mutually agreed upon. The Crown shall have the right to give or withhold approval to any resolution between the central parties.

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

- 20.1.12 The arbitral costs of resolving any dispute shall be shared equally between OCSTA and the Association and the Crown shall be responsible for its own costs.
- 20.1.13 Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- 20.1.14 All timelines set out in this article may be abridged or extended by mutual consent of the central parties.
- 20.1.15 For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.

21 HEALTH AND SAFETY

- 21.1 All incidents of workplace violence, including sexual violence, as defined in the Occupational Health and Safety Act, are to be reported using the school board's online reporting tool.
- 21.2 Following the occurrence of an incident of workplace violence resulting in worker injury, or an incident of domestic violence, where the measures and precautions currently in place were followed but did not prevent the workplace injury, or the domestic violence incident, the school board shall conduct a risk reassessment and revise measures and procedures, including but not limited to, creating/updating a safety plan, in an effort to prevent further workplace injury or the recurrence of a domestic violence incident.
- 21.3 Consistent with obligations outlined in section 32.0.5 of the Occupational Health and Safety Act, a school board shall provide teachers at a school board worksite access to safety-relevant information with respect to each person at the worksite with a history of violent behaviour, if the teacher can be expected to encounter the person in the course of their work and the risk of workplace violence is likely to expose the teacher to physical injury. Teachers shall be able to access, in a secure location (electronic or paper), a form, which identifies the person and includes the person's name, and, as appropriate, grade, classroom/class schedule, possible locations of encounter, known safety-relevant triggers or observable behaviours as well as safety-relevant interventions and a crisis-response plan, if any. Occasional and on-call teachers will be advised of the existence of, and shall have access to, the safety-relevant information where the teacher can be expected to encounter the person during their assignment. Teachers will ensure that the information for which access is provided is held in strict confidence and protected from disclosure.
- 21.4 The Online Reporting Tool
- 21.4.1 Effective September 1, 2019, each school board shall ensure that the online reporting tool used by teachers is functioning and is fully compliant with the system specifications as outlined in memorandum 2018: SB06. Teachers will be provided with information and training on using the online reporting tool.

21.5 Ability to Summon Immediate Assistance

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

21.6 The Joint Health and Safety Committee (the JHSC)

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

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

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

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

- a) training/provision of information and instruction, as outlined in the matrix document previously distributed to school boards.
- b) worksite inspections protocol, to ensure compliance with the Act and regulations.
- c) Strategies for providing, and ensuring return of, keys for Occasional teachers to be able to lock their classroom door in the event of emergency.
- d) Strategies regarding the effective workings of site-based JHSCs.

22 CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)

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

22.2 Increases in FTE Status

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

22.3 Decreases in FTE Status

Full-Time to Part-Time:

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

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

23 E-LEARNING

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

LETTER OF AGREEMENT #1

Re: RETIREMENT GRATUITIES

Retirement Gratuity

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

Non-Vested Retirement Gratuity for Teachers

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

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

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

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

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Health and Safety

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

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Acting Administrators

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

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

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

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

1. Representation

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

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

Arbitration of Differences

3. Any difference arising between a Catholic school board and the Association with respect to the interpretation, application or administration of provisions of the collective agreement with respect to Members in Acting Administrator positions may be referred by either the board or the Association to the grievance process or to binding arbitration pursuant to the provisions of Part B of the applicable collective agreement.
4. The parties to any such arbitration shall be the Association and the school board. For clarity, it is understood that the Association shall have carriage rights over the grievance and Members in Acting Administrator positions shall have no individual right to grieve or arbitrate any difference described in paragraphs 3 or 7 of this Letter of Understanding.
5. The Arbitrator shall have all of the powers and authority of an arbitrator under the Labour Relations Act. The decision of the Arbitrator shall be binding upon the parties and the Acting Administrator.

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

- and -

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

- and -

The Crown

RE: Benefits

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

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

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

1. PRINCIPLES

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

2. GOVERNANCE

2.1 Board of Trustees

- 2.1.1 The Board of Trustees (the “Trustees”) will be comprised of 7 voting members that include 4 employee trustees and 3 employer trustees who have voting privileges on all matters before the board plus 2 additional Trustees as outlined in 2.1.2. Employee Trustees shall be appointed by OECTA. Employer Trustees shall be appointed by the employer bargaining agent and the Crown, working together.
- 2.1.2 The Trustees shall also include 2 additional trustees (the “Additional Trustees”), one of whom shall be appointed by OECTA and one of whom shall be appointed by the OCSTA/ Crown.
Each Additional Trustee shall have significant experience in the area of employee benefits, or have expertise in the employee benefits field and be an accredited member in good standing of a self-governed professional organization recognized in Canada in the legal, financial services, actuarial or benefits consulting field whose members have a recognized expertise relevant to employee benefits.

The Additional Trustees shall have no conflict of interest in their role as advisor to the Trust, and shall not be employed by the Trust, the shared services office supporting the Trust, a teacher association, a school board or the Government of Ontario or retained by the Trust.
- 2.1.3 All voting requires a simple majority to carry a motion.
- 2.1.4 OECTA shall determine the initial term and subsequent succession plan for their Trustees. OCSTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees.

3. ELIGIBILITY AND COVERAGE

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

4. FUNDING

4.1 Negotiated Funding Amount, Board Contributions

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

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

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

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

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

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

4.1.3

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

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

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

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

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

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

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.). Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.

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

4.2 Start-Up Costs

- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
 - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.
- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.
- 4.2.4** In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable

Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

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

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- e. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

4.2.5

In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding

that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

4.3 **Interim Benefits Coverage**

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

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

5. **SHARED SERVICES**

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

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

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

5.2 **Trustees**

- 5.2.1** The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:
- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
 - b. The annual reports of the auditors and actuaries.
 - c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.

- d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding Policy;
- j. The Investment Policy and changes to the Investment Policy;
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

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

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

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

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

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

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

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

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

6. ACCOUNTABILITY

6.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections

regarding the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

- 6.2 Copies of the audited financial statements and actuarial evaluation report requested in section 6.1 above, will be shared with 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 | 99999999 | | (Social Insurance Number) |
| MEN | Numeric | 99999999 | | (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 | example@cdsb.com | | 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:

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

Part 4 - Medical Practitioner – please complete the following:

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

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

PART 5 – Health Care Practitioner Information

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

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SECONDARY AFFILIATE

PREAMBLE

- WHEREAS it is the common goal of the Board and Teachers to provide the best possible educational service for the students of this community; and
- WHEREAS it is firmly held that this educational service should be based on sound principles of a Christian Catholic character; and
- WHEREAS to achieve this common goal it is essential that the Board and Teachers maintain the harmonious relationship that exists between them;

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

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

ARTICLE 1 - LEGAL OBLIGATIONS

1.01 Duration

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

1.02 Strike or Lockout

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.

1.03 Recognition of Bargaining Agent

- A) The Waterloo Catholic District School Board, hereinafter called the Board, shall recognize the Ontario English Catholic Teachers Association, hereinafter called the Secondary Teachers and/or the Unit, as the sole and exclusive bargaining agent for the teachers employed according to the current Ontario Labour Relations Act which specifically prohibits negotiation by an individual or group of individuals with the Board except as specified by the Act.
- B) 1. The bargaining unit includes all Secondary Teachers save and except for Occasional Teachers.
2. Subject to the Education Act and the Regulations made there under and the requirements of the College of Teachers, all roles currently filled by teachers shall continue to be filled by teachers certified through the College of Teachers for the duration of this agreement.

1.04 Renegotiation as Required by Law

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 renegotiation.

1.05 Management Rights

- A) 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, the Occupational Health and Safety Act, the Ontario Human Rights Code, and any other applicable legislation.
- B) The Principal shall be responsible to assign all duties deemed necessary for the safe and careful management of the school. The Principal shall distribute duties in a fair and equitable manner. Before assigning those duties, the Principal will discuss them with the staff affected.
- C) In order to accommodate persons with disabilities, such persons shall be assigned duties suitable to accommodate the disability.
- D) The Principal shall determine the specific teaching duties of a teacher. In determining the assignment, the Principal shall consider the overall needs of the school and will consult with the teacher with respect to preferences, qualifications, and teaching experience. The Teacher shall outline their teaching preferences for the upcoming school year using the Teacher Assignment Preference Form found in Appendix C. The information provided in the Teacher Assignment Preference Form can also be provided to the Principal by an electronic means. A teacher may request a meeting with a principal to discuss their preferences.

1.06 Freedom of Information Requests

The Board, through the Director of Education, will consider written requests to provide the Secondary Teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act 2001, S.O. 2001, Section 4 as amended from time to time.

1.07 Workplace Harassment/Discrimination

- A) Subject to the denominational rights that apply to Catholic school boards, the Board recognizes that every teacher 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, creed, colour, ethnic origin, citizenship, sex, gender identify, gender expression, sexual orientation age, record of offenses, marital status, family status, or disability as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy.

A teacher who has a claim against the Board for discrimination or harassment involving any of the above may proceed through the Grievance Procedure within seven (7) calendar days as per Article 2.03 Step Two B).

- B) A teacher's participation in OECTA should be recognized as being a positive contribution to the school system.
- C) The Board shall endeavour to provide a workplace free of harassment, as defined in the Ontario Human Rights Code, for all teachers.

1.08 Just Cause

- A) A claim of unjust discipline or discharge by a teacher shall be subject to the Grievance and Arbitration Procedure as set forth in this Collective Agreement.

If the grievance relates to a claim of unjust discharge:

1. The Grievor must file the grievance within ten (10) calendar days after the date of dismissal.
2. The grievance is initiated at Step 2 of the Grievance Procedure. Where the matter concerned is of a denominational nature, the Board and the Unit shall, prior to discipline or discharge, make every reasonable effort to resolve the matter on a personal basis through professional and/or religious counselling.

- B) The Board shall not demote a teacher from a position of responsibility without just cause.

C) Probation

A teacher will serve a probationary period of 1 (one) year. The Board may extend the probationary period for one additional year, by mutual agreement of the Board and OECTA.

1.09 Publication of Collective Agreement

- A) The Board shall make the Collective Agreement available electronically to each member of the 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 2 - GRIEVANCE PROCEDURE

2.01 Definition

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

2.02 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.

2.03 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 will be taken within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance.

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 Policy dated February 20, 2004, 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 that it accepts the other party's appointee as a Single Arbitrator.

If the recipient of the notice fails to nominate a Single Arbitrator within the time limits, 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 will 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.

2.04 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 the grievance remains unresolved, exclusive of July and August, the Unit with the concurrence of the Grievors may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.05 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.

2.06 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 and August. If within twenty (20) consecutive calendar days, exclusive of July and August, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

2.07 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.

2.08 The Single Arbitrator

The Single Arbitrator may relieve against any breach of such time limits on terms it considers fair and equitable.

2.09 Attendance of Witnesses

The Single 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.

2.10 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.

2.11 Expedited Arbitration

Notwithstanding the procedure above either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

ARTICLE 3 – TEACHER RIGHTS AND RESPONSIBILITIES

3.01 Absence Planning

A classroom teacher shall be responsible for planning for the first day of absence.

3.02 Extra Curricular Activities

Teacher participation in extra curricular activities is recognized as voluntary, subject to provisions of the Education Act and Regulations.

3.03 OECTA P.A. Day

- A) There shall be one-half (1/2) P.A. Day to be organized by the Secondary Teachers. The purpose and content is to be submitted to the Professional Development Committee.
- B) There shall be one (1) full day of the Board's designated P.A. Days that shall be organized by the Secondary Teachers to work towards the growth goals and strategies identified by the teacher in his/her Annual Learning Plan (ALP).

3.04 Part-Time Teacher Participation in P.A. Days

Part-time teachers shall be required to participate in and attend Professional Activity Days commensurate with the percentage of contractual time, which they are deemed to hold.

3.05 Teacher Representation on Committees

The Unit shall appoint any teacher representative(s) on committees whose terms of reference have Collective Agreement implication, and/or Board committees mandated to be established by the Ministry of Education or the Secondary Teachers' Collective Agreement.

3.06 Criminal Background Checks and Offense Declarations

- A) The Criminal Background Check and the yearly Offence 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, in accordance with the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time.
- B) The Board shall provide to the President a list of all teachers who have not completed their offence declaration by August 15th of each year.

3.07 Work of Association Representatives

1. The Board recognizes the appointment or election by the Teachers of one or more Association representative(s) at each school or worksite.
2. The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.
3. The teachers at a school or worksite may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.
4. The Unit shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.
5. If the immediate supervisor or Supervisory Officer requests a 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.
6. Such meeting(s) shall be held at a time that is mutually convenient to the parties included in the meeting.

3.08 Exam Days

It is understood that, on the E-day that corresponds to a teacher's preparation period(s), as long as the examination period has ended and supervision responsibilities have been fulfilled, secondary teachers may use their professional discretion to write their report cards at a location of their choice, while making themselves available to be contacted by administration.

ARTICLE 4 - WORKING CONDITIONS

4.01 Personnel Files

- A) The Board shall have the right to maintain personnel files stored on Board servers.
- B) A teacher may request a log indicating who has accessed their file and the dates of access.

4.02 Access to Personnel Files

Individual teachers have the right to review the contents of any and all files kept on them, including those retained through electronic means, and to obtain copies of anything therein in accordance with the Municipal Freedom of Information and Protection of Privacy Act 2001, S.O. 2001, Section 4, as amended from time to time. Requests for viewing contents of files shall be handled through the Human Resource Services Office. A request to view one's file shall be made a minimum of twenty-four (24) hours prior to actual viewing. An OECTA Release Officer may have the same access to a file if the teacher gives informed consent via a form provided by the Board.

4.03 Filing of Written Reports

- A) All reports made upon the work of a teacher, which could affect the continuance of a teacher's employment, or the possible future consideration for a position of responsibility within the Bargaining Unit, shall be made in writing and placed within the teacher's personnel file within ten (10) working days following receipt of both the teacher and administrator signatures on the report. It is understood that such signature is only an acknowledgement of having received a copy thereof.
- B) A teacher may request in writing, through the Office of Human Resource Services, after one (1) year from the date of the report, the removal of a negative report in his/her personnel file. It is understood that there may be a denial of any such request.

4.04 The Performance Appraisal of Experienced Teachers Process

- A) The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act, Regulations, the Ministry of Education Technical Requirements Manual document entitled Teacher Performance Appraisal, 2010 and related Board Administrative Policies, as may be amended from time to time.
- B) No member of the Unit shall participate in the evaluating the performance of an experienced teacher.
- C) Upon receipt of the Summative Report of a Performance Appraisal of Experienced Teachers, the teacher may add comments to it, shall sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the Principal for placement in the teacher's personnel file at the Board office. Any such comments are to be returned within six (6) working days, which shall be extended by mutual consent in the event of the teacher having received an unsatisfactory appraisal. It is understood that the timelines related to the performance appraisal for experienced teachers contained in the applicable legislation will be adhered to.
- D) Voluntary activities shall not be evaluated within the context of the performance appraisal process.
- E) The name of any teacher having received an unsatisfactory rating on the Performance Appraisal of Experienced Teachers shall be forwarded to the President of the Unit within Five (5) working days of the teacher having received the unsatisfactory rating.
- F) By October 15th of each school year the Board shall disclose to the Unit, the names of the experienced teachers who are designated to participate in the performance appraisal of experienced teachers process in that school year. With mutual agreement, the timelines can be extended.

4.05 The New Teacher Performance Appraisal Process and Induction Program

- A) The performance appraisal and induction of new teachers, as defined by the legislation, shall be conducted in accordance with the Education Act, Regulations, and the Ministry of Education's New Teacher Induction Manual 2010 and New Teacher Induction

Program 2010, and related Board Administrative Policies as may be amended from time to time.

- B) No member of the Unit shall participate in the performance appraisal of new teachers. Only members of the Bargaining Unit may participate in the mentoring induction element of the process.
- C) The New Teacher may choose a mentor from the roster of mentors who have volunteered and have been in-serviced by the Board as to the role of and expectations of a mentor. See Article 4.06 NTIP Mentorship.
- D) Any member of the Unit, with (5) years of certified teaching experience, may become a mentor within the context of the New Teacher Induction Process.
- E) By October 15th of each year, the Board shall disclose to the Unit the names of all New Teachers, as defined by the Education Act, and the names of their respective mentors.
- F) The mentoring relationship between the mentor and the mentee may be terminated by either party in the event that the New Teacher receives a “development needed” or an “unsatisfactory” rating on the Summative Report Form for New Teachers.
- G) Upon receipt of the Summative Report Form of a Performance Appraisal for New Teachers, the new Teachers may add comments to it, shall sign it (*with the express understanding that such signature is only an acknowledgement of having received a copy thereof*) and return it to the Principal for placement in the teacher’s personnel file on Board servers. It is understood that the timelines related to the Performance Appraisal for New Teachers and the New Teacher Induction Program contained in the applicable legislation will be adhered to.
- H) Voluntary activities shall not be evaluated within the context of the Performance Appraisal of New Teachers or the New Teacher Induction Process.
- I) The name of the New Teacher who receives a Summative Rating of “development needed” or “unsatisfactory” under the Performance Appraisal of New Teachers shall be forwarded to the President of the Unit within five (5) working days of the New Teacher having received either rating.
- J) It is understood that a New Teacher will track their induction process on the New Teacher Induction Strategy Form and upon completion, the form shall be signed by the Principal and forwarded to the College of Teacher. It is further understood that the elements of the New Teacher Induction Program shall be embedded in the instructional day.

4.06 NTIP MENTORSHIP

- A. The Board shall advertise, via email, for teachers to be mentors in June and September of each school year. Such advertisement shall include the qualities of an effective Mentor. All mentors shall meet the established criteria.
- B. The Mentor Roster for each school, shall be posted and include the teacher’s name and current work assignment.

- C. A new teacher shall make a choice of a mentor he/she believes best suits his/her needs, by the last week in September, or within 30 days of hire as a permanent teacher.
- D. The appropriate Superintendent, or designate, will provide OECTA with a list of mentor/mentee teams by October 15th of each year, or an up-dated list when a new teacher, or teachers, are hired mid-year.
- E. Either member of the mentorship partnership may dissolve the relationship without explanation to a third party. Upon dissolution, the Principal of the mentee's school shall be informed and the process of selection shall begin.
- F. The mentorship partnership works best when the mentor and the mentee are both from the same school; however, a relationship may be established with partners being from different schools.
- G. The focus of the program will be to address the specific needs of the mentee.
- H. A mentee is responsible for ensuring that the Individual NTIP Strategy form is completed appropriately and forwarded to his/her Principal by the third Monday in June.
- I. A mentor shall not evaluate the mentee nor have any input, direct or indirect, into the teacher performance appraisal of the mentee teacher.
- J. The process between the mentor and the mentee shall be confidential.
- K. Financial resources shall be allocated to the NTIP initiative to cover release time for the mentor and the mentee.
- L. The following criteria will be used for mentor selection:
 - Be members of the Bargaining Unit in good standing
 - Be a teacher with five (5) or more years of teaching experience
 - Be experienced teacher professionals, skilled in working with both adults and students
 - Be knowledgeable and skilled in current curriculum and teaching/learning strategies
 - Have demonstrated skills in problem solving
 - Be open to the views and feedback of others, and be continual life-long learners
 - Be effective communicators and listeners
 - Have effective interpersonal skills

4.07 College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action will be taken upon said teacher by the Board, without prior investigation 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.

4.08 Complaint Notification

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 teacher will be given the opportunity to respond to the complaint with the participation and assistance of an OECTA release officer.

4.09 Health and Safety

- A) No teacher shall be discharged, penalized or disciplined for refusing to work as provided in the current *Occupational Health and Safety Act*. There shall be no loss of pay or benefits during the period of refusal.
- B) The OECTA Waterloo Unit shall appoint one (1) Secondary Teacher plus one (1) alternate to a joint Health and Safety Committee to carry out its mandate under the terms of the current *Occupational Health and Safety Act*.
- C) Health and Safety matters, including any mandatory training, will be dealt with in accordance with/pursuant to the *Occupational Health and Safety Act*.
- D) Administrators will submit the list of all Designated Workers to the Joint Health and Safety Team Members by the end of October each year.

4.10 Safe Schools

- A) It is understood that the Board shall abide by mandated Ministry of Education initiatives on Safe Schools, in accordance with the guidelines provided by the Ministry of Education.
- B) It is understood that the Bargaining Unit shall appoint representatives on all Board committees that are mandated by the Ministry of Education as a result of Bill 212, PPM 144, PPM 128, PPM 145 and each Safe School Team.
- C) The Board shall compile, by term, a report listing any official student suspension or expulsion that falls within the parameters of the Safe School Act, Board's Progressive Discipline Policy (January 25, 2008), Code of Conduct (January 25, 2008), and Bullying Prevention Policy (January 25, 2008), and forward said report upon request to the President of the Bargaining Unit.

4.11 Seniority

- A) For the purpose of this Agreement, seniority shall start from the most recent date of hire as a permanent contract teacher within the Waterloo Catholic District School Board.
- B) The Board shall prepare a common seniority list of all Secondary Teachers within its employ by November 30th of each year, to be effective October 31st of the same year, and March 15th of each year, to be effective February 28th of the same year, showing the name and date of hire. This list will be posted in each school and distributed

electronically to all members of the Unit, as well as the President of the Unit. Any teacher who believes their placement on the Secondary Seniority list is incorrect must contact the Human Resources Services Office within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct for the next period.

- C) For the purpose of this list, teachers whose effective hiring date was before September 1, 1978, will show on the list as August 31, 1978.
- D) Teachers hired before September 1, 1978 shall show on the list in alphabetical order. Teachers hired after 1978 shall show in order of the redundancy calculations as outlined in 4.11.
- E) Commencing September 1985, the Board shall recognize, for seniority purposes, the total of the teacher's experience in both the Board and its predecessors. From September 1985 on, the Board shall recognize each year of experience as full seniority.

4.12 Redundancy

Redundancies occur when the total number of teachers required in the secondary panel is less than the total number currently employed.

- A) Where the number of teaching staff is reduced, reduction shall be made in the following order:
 - 1. Attrition
 - 2. Reverse order of seniority as outlined in 4.11
- B) Where more than one (1) teacher has the same date of hire, redundant teachers shall be determined by the following conditions:
 - 1. Reverse order of seniority determined by total teaching experience with the WCDSB;
 - 2. Reverse order of seniority determined by total teaching experience with any Ontario School Board;
 - 3. QECO Programme 5 rating in the following order: A0, A1, A2, A3, A4.
- C) Where more than one (1) teacher continues to have the same seniority, the redundant teacher(s) shall be determined by lot in the presence of the President of the Unit, or designate, and a representative of Human Resource Services.
- D) Where qualified teachers with qualifications in special subject areas are required, priority shall be given to those already on staff who are qualified or who can become qualified within fourteen (14) months of the end of the current school year. Where a teacher has indicated in writing he/she has made every effort to meet the necessary requirements.
- E) Redundant positions shall be determined on a system-wide basis. Enrollment numbers shall be provided to the Unit.
- F) Notification

1. Teachers dismissed because of redundancy shall be so notified in writing not later than May 31st preceding the September 1st on which the termination may become effective. The Unit shall be provided a list of said teachers not later than ten (10) school days prior to the notification provided to any teacher.

2. In the event that potential redundancies for the ensuing year are indicated, present secondary teaching staff shall be placed in any openings for which they are qualified, prior to access/placement of teachers not currently covered by this Collective Agreement.

3. In the event that a teacher transfers from the elementary panel into the secondary panel, the teacher will have the seniority and contractual status in effect at the time of his/her transfer, applied to his/her placement on the Secondary Seniority List referred to in 4.11.

4. All transfers between the secondary and elementary panels shall require the consent of the teacher, in writing, and compliance with all appropriate provisions in effect.

- G) Teachers released due to redundancy, shall receive a letter stating this as the reason for termination.
- H) Where a reduction is necessary in any of the following positions, and a responsibility allowance is paid under the terms of this Collective Agreement, length of continuous service in that position with the Board will be given first consideration: Programme Heads by subject across the system, Consultants.

4.13 Recall

- A) The Board shall determine the position(s) available.
- B) The Board shall recall teachers in reverse order in which they were declared redundant as per the Secondary Recall List subject to qualification requirements of the position as outlined in the Education Act and Regulations. The Secondary Recall List is a list of redundant teachers listed in reverse order to which they were declared redundant.
- C) In accordance with Part A, Section 12, the right to recall shall terminate forty-eight (48) consecutive months from August 31st of the contractual year in which the teacher is declared redundant.
- D) All teachers terminated for reason of redundancy shall be placed on the Secondary Recall List.
- E) In accordance with Part A, Section 12, teachers maintained on the Secondary Recall List shall not be on contract but shall be given priority whenever possible for the next forty-eight (48) consecutive months to fill Occasional Teacher positions as they become available without forfeiting their right to recall as set out in 4.13 (C) above.
- F) Teachers recalled would continue the seniority and sick leave credits they had prior to interruption of service.

G) The following steps shall be used in recalling teachers:

1. The Human Resource Services Office shall notify the teacher of an available position by telephone, email, confirmed by Registered Mail or registered by courier. The notification shall be sent to the last address, which the teacher registered with the Board.
2. It is the teacher's responsibility to keep the Board informed, in writing, of a change of address and telephone number within ten (10) calendar days of relocation.
3. The teacher shall within ten (10) calendar days after the date of the registered letter [4.14 G (1)] advise, in writing, the Human Resource Services Office of his/her intention to return at the required time, failing which, his/her rights to recall are null and void.
4. Where a teacher is recalled, it will be to an available position, equivalent to the teacher's previous employment status*. (**employment status shall mean full-time or part-time*).
5. If a teacher refuses a position of equivalent employment status*, recall rights will be forfeited. (**employment status shall mean full-time or part-time*).

4.14 Teacher Surplus Process

Surplus occurs at a school when the total number of teachers required within a school is less than the current complement. Surplus can also occur within a group of centrally assigned teaching positions when the total number of teachers within a group of centrally assigned teaching positions is less than the current complement. Teaching positions are available for surplus teachers within the Board, unless a surplus teacher is also declared redundant.

Surplus is due to:

1. declining enrolment at a school; or
2. enrolment shifts brought about by the opening of a new school or the closing of an existing school; or
3. enrolment shifts at secondary schools caused by student option selections; or
4. the reduction in or elimination of a program at a school; or
5. the redefinition of a secondary school's catchment area; or
6. a new teacher who has been hired during the school year because of an increase in enrolment or because of the resignation, death or retirement of a teacher shall be declared surplus.

When a school experiences a surplus in teaching staff, as defined above, the administrator will offer all teachers the opportunity to become required placement. If there are no volunteers, the least senior teacher (as identified in Article 4.11) in the school shall be declared surplus, provided the remaining teachers have the qualifications as defined by the Education Act to fill the remaining teaching positions at the school.

The Board shall notify teachers declared surplus in writing, one (1) week prior to the first transfer posting. The names of all teachers declared surplus shall be forwarded to the Unit with a rationale for the surplus. Surplus teachers shall be assigned as per Article 4.23.

4.15 Staffing

The provisions of Part A require that local class size provisions be amended to be consistent with prevailing regulations, including achieving the allowable class sizes in the regulation. Accordingly, where there is local class size language in Part B that is different than the prevailing regulation(s), those local provisions are overridden by the language in Part A and are hereby amended to reflect the prevailing regulations.

The following article is subject to the paragraph above.

The Board shall ensure that the average size of its Secondary School classes, in the aggregate does not exceed 22 pupils. The Board shall determine the average size of its classes, in the aggregate, as of October 31st each year and the determination shall be made in accordance with the Education Act and the Regulations made there under, which may be amended from time to time.

4.16 Program Council

- A) At any regularly scheduled Program Council meetings where staffing of teaching positions is discussed, each secondary school shall provide members of Program Council the details of staffing as related to the school which includes:
- a) relevant data from the JBLSC;
 - b) total registration in each course;
 - c) all non-credit staffing assignments.
- B) Membership of the Program Council includes program heads and school administration. An OECTA representative shall be invited to participate in these meetings for the agenda items that related to staffing.
- C) The meetings shall function in a collaborative manner and advise the Principal with respect to:
- school staffing priorities;
 - the development of the tentative staffing model for the following school year;
 - teacher instructional workload distributions and instructional assignments.
- D) The OECTA representative or the Unit shall be provided with student course selections, the number of sections assigned, and course offerings. This information will be provided at the close of the student course selection process and again at the end of the staffing process.
- E) Minutes of these meetings shall be emailed to the OECTA representative attending the meeting.

4.17 Board-Wide Consultants

Consultant positions shall be filled on or before April 1st of each school year where possible. These assignments take effect September 1st of each school year. These positions shall be for a duration of three (3) years dependent on funding and budget considerations, and shall be posted on a rotating schedule.

4.18 Physical Education Assistant Programme Head

Effective September 1, 2009 the parties agree to the following with respect to a “Physical Education Assistant Programme Head” position.

- 1) The Physical Education Assistant Programme Head is a position of added responsibility.
- 2) The remuneration for this position shall be as clause 7.09 of the Collective Agreement.
- 3) Each secondary school shall have one (1) Physical Education Assistant Programme Head.
- 4) The term of this position shall be the same as the current Physical Education Programme Head position.
- 5) Duties of the Assistant Head shall be determined by the Principal of each school, in consultation with the Physical Education Programme Head.
- 6) Assistant Programme Heads shall be appointed, from within the existing teaching staff of each school.

4.19 Staffing of Secondary School Dual Credits – School – College – Work Initiatives and High Skills Majors Program

A secondary school’s Average Daily Enrolment in ‘Dual Credit’ and ‘High Skill Majors’ courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

4.20 Joint Board Level Staffing Committee (JBLSC)

- A) There shall be established a Joint Board Level Staffing Committee (JBLSC) composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Waterloo Secondary OECTA Bargaining Unit and mutually agreed appropriate resource staff.
- C) The terms of reference are:
 - 1) Meetings shall be chaired alternately by the Board and the Bargaining Unit. The JBLSC shall be convened not later than September 15th, in each school year for an initial meeting. The Committee shall meet monthly thereafter, or at other times as mutually agreed.
 - 2) An agenda for each meeting shall be prepared prior thereto by the party requesting the meeting.
 - 3) The Committee shall:
 - i. analyze the secondary staffing data and make recommendations on the distribution of secondary teachers to individual schools from the complement of teachers allocated to the secondary panel;
 - ii. advise the strategy to expand secondary programming through

increases in course offerings and strategic class size reductions;

iii. advise on the allocation on additional staffing provided through any new funding;

iv. consult and advise on such other staffing issues as the JBLSC agrees to.

- 4) The Board shall provide to the JBLSC any data that the JBLSC requests that relates to individual secondary schools or secondary panel staffing.

4.21 Secondary Staffing and the Joint Board Level Staffing Committee

It is understood that secondary staffing issues such as, but not limited to:

- 1) the assignment and complement of Student Success Teachers assigned to secondary schools;
- 2) the ratio of guidance teachers assigned to secondary schools;
- 3) secondary class size;
- 4) data on dual credit and high skill major programs;
- 5) oncall and supervision usage data, by teacher;
- 6) Any other staffing issues that may arise.

shall be subject to the consultative and advisory nature of the Joint Board Level Staffing Committee.

4.22 New Positions and Allowances

When the Board creates a new position, a job description of the new position shall be presented at the next Secondary Labour Management meeting. The allowance shall be negotiated and a recommendation presented to the Unit and the Board. Upon ratification by both parties the allowance shall become part of this Agreement.

4.23 Transfers

- A) Teacher transfers shall occur in accordance with the Teacher Transfer and Posting Procedures developed jointly between the Board and Secondary Teachers and as may be amended from time to time by mutual agreement.

For the purpose of this Agreement, there shall be two (2) types of transfers as follows:

1. Transfer Via Required Placement

- a) Teachers who are surplus in their present school as per Article 4.14.
- b) Teachers holding Board-wide position(s) who are returning to a specific school teaching position.
- c) Teachers having completed five (5) or more continuous years of experience in one school (including up to one (1) year leave) and seeking a teaching position in another school.
- d) Under extenuating circumstances, other teachers as approved or designated by the appropriate Supervisory Officer.

- e) Teacher(s) who have been hired mid-year, or those declared surplus as per Article 4.14 (6).
- f) Teachers who were declared in the previous school year and have been recalled during the current school year.
- g) Teachers who did not receive their first choice of placements during the previous transfer process.

2. Transfers Via Posting

- a) Any teacher with two (2) or more continuous years of experience in their present school and/or position (including up to one (1) year leave) at the date of posting.
 - b) Where specialized qualifications are required as per the Education Act (e.g. Special Education) an individual must have the qualifications at the time of application.
- B) An annual review of the Teacher Transfer and Posting Procedures shall take place prior to their issuance to all teachers. Through the Human Resource Services Office, and/or designate, representatives of the Secondary Teachers will be provided with an opportunity for input and any revision will be made by mutual agreement.
 - C) A teacher who has initiated a transfer request that has not been accommodated (in 4.23) shall be given the opportunity to discuss the reasons for this with his/her Superintendent. The reasons will be given in writing where requested by the teacher.
 - D) The Teacher Transfer and Posting Procedures shall not be changed or modified for the duration of the Transfer process except by mutual agreement.
 - E) The Board, operating within the provisions of the Education Act and Regulations, may administratively transfer or re-assign a teacher at any time for extenuating circumstances. Such transfers or re-assignments shall be communicated to the Unit President before any final decision has been made.

4.24 Posting

- A) The present teaching staff shall be given prior consideration when the staffing for the opening of school in September takes place, or the opening of a new school
- B)
 1. The Board shall post new positions and positions of responsibility that are vacant. These postings shall occur prior to the first Monday of June, to take effect September 1st of the following school year. For the second semester of the current school year, the posting shall occur prior to the first Monday of December, to take effect on the first day of semester two. If a position becomes vacant outside of these timelines, the position may be filled in an acting capacity for up to a maximum of one (1) semester, after which time the position shall be posted.
 2. All postings will include the qualifications, as per the Education Act, necessary for the positions.
 3. Unsuccessful applicants may apply to the Human Resource Services Office, or appropriate Supervisory Officer, for an interview.

4. The Board shall ensure that all postings are emailed to all members of the Secondary Teacher Bargaining Unit. During the school vacation periods, postings will be displayed on Staff Net under Career Opportunities and copies of such postings will be sent to the OECTA Unit Office and emailed to all members of the Unit at the teacher assigned e-mail account.

5. The postings incorporated in this Article are in addition to those postings covered in Article 4.23, Transfer.

- C) The Board will send notifications to all Principals for the purpose of informing them of the names of the part-time teachers who are seeking full-time positions.
1. The notification shall include:
- a) The name of the teacher;
 - b) The qualifications of the teacher;
 - c) The area of interest;
 - d) Other relevant data.
2. The Board shall require interested teachers to apply in writing in September of each school year. The list of interested teachers will be forwarded to the Principals:
- a. in August for the semester one hirings;
 - b. in November for the semester two hirings;
 - c. in May for the September hirings completed by June 30th.

4.25 Instructional Teaching Schedule

- A) The workload of a full-time secondary teacher shall be as set out below, and as defined in the *Education Act and Regulations* as may be amended from time to time.

This shall be comprised as follows:

- 1) Six (6) credit bearing and/or credit-equivalent courses, plus;
- 2) A maximum number of minutes of supervision/on-calls per school year, as follows:

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A teacher may be assigned a maximum of two (2) half periods of supervision and two (2) on-calls per week. It is understood that a teacher shall not be assigned a supervision and on-call on the same day. Upon finalization of a teacher's timetable, a teacher may elect in writing to the Principal to perform full period on-calls. It is understood that the default for on-call coverage is half periods. On-call coverage shall be limited to the following:

- Educational and extra curricular excursions of a half day or less
- Emergency leaves

Teachers with a workload of less than full-time shall have supervision/on-calls prorated to that of a full-time teacher. Teachers shall be assigned a maximum of three (3) credit bearing and/or credit equivalent courses per semester.

- B) Supervision duties shall be assigned such that each teacher will have one-half (0.5) of

the assigned lunch period free of duties.

- C) Supervision/on-calls shall be distributed in a fair and equitable manner.
- D) All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.
- E) Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.
- F) Any assigned secondary supervision duty during the times as outlined in E) above, such as but not limited to, bus duty, hall duty and/yard duty, shall constitute supervision/oncall time.
- G) Notwithstanding E) above, it is agreed that teachers shall be in their classroom or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.

4.26 E-Credit Courses

- A) An E-credit course is a secondary day school course that is delivered electronically during the instructional day and the school year.
- B) An E-credit course is one designed by the Ministry of Education or is one that is locally developed and has a Ministry of Education e-course code.
- C) Each E-course shall have the same workload value for teachers as other credit courses as set out in Article 4.25.
- D) Day school E-courses shall be scheduled during the instructional day and school year.
- E) The vehicle for the delivery of E-courses shall be the Waterloo Catholic District School Board computer hardware system.
- F) A teacher delivering an E-course shall do so at an assigned work location at the school to which the teacher is assigned.
- G) E-courses shall be subject to the class size provisions contained here in.
- H) Communication with students taking an E-course shall only be through the Waterloo Catholic District School Board server.
- I) By the end of September 30th and March 1st of each school year, the Board shall provide the Bargaining Unit information on: e-enrolment, staffing of E-courses, funding of Ecourses, a listing of E-courses that are being delivered, the number of students of the Board taking E-courses through other school boards, and other such information as deemed appropriate by the parties.
- J) The Board shall provide to each teacher delivering an e-course, training as required and approved. Such training shall be embedded in the instructional day.

4.27 Secondary Staffing for Credit/Credit Equivalent Program(s) for Expelled and Suspended Secondary Students

In the event the Board maintains a program specifically for expelled and suspended secondary students, the following shall apply:

The delivery of Credit/Credit Equivalent Program(s) for Expelled and Suspended Students is Bargaining Unit work and as such falls within the parameters of this Collective Agreement. The teaching positions associated with the Credit/Credit Equivalent Program (s) for expelled and Suspended Students shall be posted as per Article 4.24.

The workload for teachers delivering the Credit/Credit Equivalent Program(s) for Expelled and Suspended Students shall be set out in Article 4.25 A.

Students who have been expelled shall receive from the teachers assigned to the position of Credit/Credit Equivalent Program for Expelled and Suspended Students, the academic program required under the Education Act, Regulations and applicable Ministry of Education Memorandum.

Each time a student is assigned to the Expulsion Program, the Board shall notify and discuss program supports needed, if any, with OECTA.

The provisions of Part A require that local class size provisions be amended to be consistent with prevailing regulations, including achieving the allowable class sizes in the regulation. Accordingly, where there is local class size language in Part B that is different than the prevailing regulation(s), those local provisions are overridden by the language in Part A and are hereby amended to reflect the prevailing regulations.

The following article is subject to the paragraph above:

The teacher assigned to the position of Credit/Credit Equivalent Program(s) for Expelled and Suspended Student shall be outside or above the 22:1 average secondary class size provision as set out in the Education Act or the class size provisions contained herein.

4.28 Programme Heads

A) Secondary Schools will have twelve (12) positions of additional responsibility titled Programme Heads as follows:

1. Arts
2. Language and Communication
3. Student Services/Special Education
4. Student Services/Guidance
5. Religion and Family Life
6. Business and Co-op
7. Physical Education and Student Athletic Director
8. History and Geography
9. Science
10. Math
11. Technology

12. School Improvement Programs

- B) In addition, Secondary Schools will have Assistant Programme Heads in programme areas as delineated in 4.28 A) with the equivalent of eighty (80) full credit sections or more.

Assignments shall be determined on an annual basis according to the staffing allocations, approved by the Superintendent of Secondary Schools, on or before April 30th of each school year.

These assignments take effect September 1st of each school year. Assistant Programme Heads shall be appointed, where applicable, from within the existing staff of each location.

An Assistant Programme Head shall assist the Programme Head as assigned by the Principal.

- C) The Principal shall ensure that each teacher is responsible to at least one Programme Head.

4.29 Restricted Procedures

- A) No teacher shall be required 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 teachers 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.

4.30 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting, teachers are sometimes the target of assault by students and others.

- A) The Board and the Unit recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone

intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.

- C) Where the teacher believes that an assault has taken place, the following actions shall be taken:
1. The assailant is to be removed from the presence of the teacher as soon as possible.
 2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (*Physician*).
 3. The teacher, or a colleague, informs the Principal, or designate who, in turn, informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
 4. The Principal, or designate, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses, if any.
 5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
 6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended or expelled pursuant to Sections 306 and 308 of the Education Act, as amended from time to time. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following semester.
 7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal, or designate, calls the police to investigate.
 8. The Principal, or designate, makes a written account of the events, times and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.
 9. The teacher, or if necessary, a colleague or the Principal, informs the Secondary Teachers staff representative and the Unit President of the assault.
 10. Where necessary, the teacher receives time off from all duties to a maximum of sixty (60) calendar days, without loss of pay, service credits, or sick leave credits. Where time off beyond sixty (60) calendar days is required, the teacher's accumulated sick leave credit will be used.
 11. The teacher completes the necessary on-line forms as outlined in Part A, Article 21.
- D) The Unit and the Board agree that a safe and secure educational environment is a

shared responsibility, requiring mutual understanding and cooperation. Therefore, both parties agree that personal security of staff must be recognized in determining appropriate supervisory responsibilities.

4.31 Teacher Absence

In the event of the absence of a teacher for two or more instructional periods in a day, upon availability, an occasional teacher shall be utilized when necessary in order to assume all regular responsibilities and assignments.

4.32 Acting Vice Principal

- A) After consultation with the Unit, the Board may assign to a Teacher the duties of acting Vice Principal for a temporary period of time, as a last resort, not to exceed the equivalent of one semester.
- B) Any extension of this period shall only be with the mutual agreement of the Board and the Secondary Bargaining Unit.
- C) Acceptance by the teacher of such temporary assignment shall not interrupt the accumulation of seniority rights under the provisions of this Collective Agreement.
- D) All other provisions of this Agreement shall apply to the teacher during such a period of temporary assignment.
- E) An Acting Vice Principal shall not participate in the PAET of another member of the Unit.
- F) The Board agrees to replace any teacher who accepts an Acting Vice Principal position for a temporary period as described in Article 4.32 A) and 4.32 B) above with an occasional teacher.
- G) An Acting Vice Principal shall be compensated at the per diem rate for such a position.

4.33 Part-Time Teachers

Unless agreed to by the Board, OECTA and the Teacher, no schedule for a part-time teacher shall include a break of more than 1 period.

4.34 Joint Professional Development Committee

The parties agree that Professional Development needs to be addressed at the system level through the establishment of a Joint committee.

- A) The Joint Professional Development Committee shall be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Waterloo Secondary OECTA Bargaining Unit and mutually agreed appropriate resource staff. Each party may bring additional resource personnel as required.
- B) The Committee shall work by consensus.
- C) The Terms of reference of the Joint Professional Development Committee are to:

1. Ensure that the content of Professional Activity days is consistent with the learning goals identified in the teachers' Annual Learning Plan.
 2. Ensure and promote best practices in the implementation of professional learning embedded in the instructional day.
 3. Advise on the allocation and dissemination of the funding generated in the Pupil Foundation Grants for the purposes of enhancing professional development opportunities for teachers.
 4. Promote and advise on best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in Secondary Schools, embedded in the instructional day.
 5. Advise and assist Board staff who are assigned the responsibility of providing and planning professional development experiences and activities for Secondary Teachers.
 6. Notwithstanding B) above, in the event that the Committee is unable to reach consensus on a matter within its mandate the issue will be forwarded to the Secondary Labour-Management Joint Committee to be dealt with forthwith.
- D) The Committee shall hold three meetings per year, once in October, once in January, and once in April or before the draft school year calendar has been recommended to the Board of Trustees to discuss the Board's Professional Development plans and activities for the next school year. The agenda shall be set and distributed to committee members at least one (1) day in advance of the meeting.
- E) Either party may request one (1) additional meeting each school year. The date shall be mutually agree to, but no later than thirty (30) days following the initial request.

4.35 Annual Learning Plan (ALP)

The purpose of the Annual Learning Plan (ALP) is to provide a meaningful vehicle to support experienced teachers' professional learning and growth in the evaluation year and for the intervening years between appraisals. The ALP is teacher authored and directed, and is developed in a consultative and collaborative manner with the Principal, as defined by the Ministry of Education.

The parties agree that the following shall apply to the implementation of the Annual Learning Plan (ALP) during the term of this Collective Agreement.

- Experienced teachers are required to have an ALP each year that includes their professional growth goals, as well as their proposed action plan with timelines for achieving those goals
- Teachers who move from the new teacher's appraisal process to the experienced teacher's appraisal process must develop an ALP in their first year as an experienced teacher

- Each year, teachers are required to consult with their Principal to review and update, as necessary, their ALP. This review and update must take into account the teacher's learning and growth over the year, as well as the professional growth goals and strategies recommended through the summative report of the teacher's most recent performance appraisal.
- In an evaluation year, teachers must review and update their ALP in a meeting with their Principal as part of the performance appraisal process. The pre-observation and post observation meetings provide opportunities for this review and update to take place.
- In the non-evaluation years, a meeting is not required but is recommended. If at any time during these years the teacher or Principal requests a meeting to discuss the ALP, then a meeting shall take place.
- The teacher and the Principal must both sign the teacher's ALP each year and retain a copy for their records. Under certain circumstances, the duties of the Principal as outlined above may be delegated to a Vice-Principal in the same school or to an appropriate Supervisory Officer.
- It is understood that the Annual Learning Plan is a living document and, as such, may be revisited and updated as required, by the teacher.

4.36 Secondary Labour/Management Joint Committee

A Committee of equal representation of the parties, three (3) secondary teachers appointed by the Unit and three (3) appointed by the Board, shall be formed and meet monthly to deal with and discuss the implications of such topics affecting secondary teachers:

1. Ministry of Education initiatives
2. Board Initiatives
3. Other topics, as might arise

The first meeting of each school year's agenda will include known initiatives proposed for that school year.

It is further understood that either if an initiative has Collective Agreement implications not covered herein, the parties shall develop a Letter of Understanding on the implementation of the initiative.

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Long Term Leave

Leaves without pay may be granted at the discretion of the Board to a maximum of one (1) year at a time without loss of previous service credit.

- a) Except for statutory leaves, a teacher must have completed two (2) years of employment with the Board at the time of the request. Such application shall be made prior to March 31 of the previous year.

b) A teacher, while on such leave, who wishes to request an extension of said leave, must make such application in writing on or before February 15th, of the school year in which the leave is taken. Should no request for extension be made to the Superintendent of Human Resource Services in writing on or before February 15th, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave period.

5.02 Short Term Compassionate Leave

Short-term Compassionate Leave of up to three (3) days per school year, may be granted at the discretion of the Human Resource Services Office with or without loss of pay, service credit and/or sick leave credits.

5.03 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- A) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, parent or step-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) consecutive 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 death of an employee's mother-in-law, father-in-law, fiancé/fiancée, grandchildren, or grandparents, 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) consecutive 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.

5.04 Bereavement Leave- Other

At the discretion of Human Resource Services Office, one (1) day shall be granted for the purpose of attending a funeral.

5.05 Emergency Leave

Emergency leave of up to one-half (1/2) day requires the approval of the Principal or designate.

5.06 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be in accordance with Part A, Section 14.

Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

5.07 Adoption Leave

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.

- A) 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.
- B) 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 5.06 except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.

5.08 Leave for the Birth of a Child

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.

5.09 Educational Leave - Conferences

Educational Leave may be granted without loss of pay or service credits for attendance at approved professional conferences and seminars at the discretion of the Human Resource Services Office.

5.10 Education Leave - Board Initiated

Where the Board initiates the request for Educational Leave, the Board shall pay one hundred percent (100%) of approved costs.

5.11 Long Term Educational Leave

Long-Term Educational Leave may be granted at the discretion of the Board, upon request by a teacher not on probation, provided that said leave commences on the first day of a new school term, normally September 1st, without loss of previous service credit.

5.12 University/College Graduation Leave

One (1) day without loss of pay or service credit shall be granted for the purpose of attending a university/college graduation for self, spouse or child.

5.13 University/College Examination Leave

- A) One (1) day without loss of pay or service credit shall be granted for the purpose of taking a final university/college exam during the regular teaching day.
- B) One half (1/2) day shall be granted if the examination is written on a school day but outside the regular teaching hours.
- C) The onus is on the teacher to submit proof, satisfactory to the Board, that the university/college exam is a final one and the time at which it is written.

5.14 Jury Duty/Court Appearance

- A) Time shall be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay will be issued by the Board, any remuneration received for Jury or Witness Service shall be turned over to the Board minus the value, supported by receipts, of any extra expenses caused by such service.
- B) A teacher facing court appearances shall be given the time to plead the case with no loss of service credit. At the discretion of the Director or designate, the teacher may be required to reimburse the Board for the cost of a replacement teacher.

5.15 Sick Leave

Sick Leave/Short-Term Leave and Disability Plan shall be in accordance with Part A, Section 4.

- A) Unused Sick Leave credits with this Board are cancelled on termination of employment except as outlined in this Agreement.
- B) Annual salary information, years of recognized teaching experience, responsibility allowance (if any), and sick leave credit will be available to each teacher electronically.

5.16 Sabbatical Leave

The Board agrees to provide its teaching staff with the opportunity to improve its competency in areas deemed to be needs of the School System through an approved Sabbatical Leave Plan as outlined in Appendix 'B'.

5.17 Appointed or Elected Position Leave

Where a teacher is an Appointed or Elected Member of a Standing Committee or Commission of a Municipal Council or a Library Board, or Conservation Authority of the Region of Waterloo, he/she may be granted, at the discretion of the Director of Education, with or without loss of pay or service credits, leave for the purpose of attending meetings or conferences directly related to her/his election/appointment when she/he has been duly authorized by the governing body as an Official Representative. The leave so granted shall not exceed three (3) days in a school year.

5.18 OECTA Release Time

- A) The President of the OECTA - Waterloo Unit shall be released up to full-time from assigned duties in order to perform the functions of the position of President.
- B) The Vice-President of the Bargaining Unit shall be released up to one full time equivalent from assigned duties in order to perform the functions of the elected office.
- C) Upon request of the Waterloo Unit to the Director of Education, or designate, a teacher shall be released from his/her duties to perform official Association/Federation business.
- D) 1. The request for regular release time for the President of OECTA - Waterloo Unit must be submitted to the Board for approval by June 15th of each school year.

2. It is understood by all parties that where release time is less than full-time, consultation between the teacher and the immediate Supervisor will establish a satisfactory procedure for actual release time.

- E) Those teachers released per A) to D) above shall be paid a regular salary without loss of service credit, according to the Agreement in effect between the Board and the Unit.
- F) The Board shall be reimbursed by the Association for salary and responsibility allowance and benefit costs (if any) paid to or on behalf of the President.
- G) The Board shall be reimbursed by the Unit for the cost of daily occasional teachers required to provide for release time for members fulfilling Association duties and responsibilities.
- H) In the event that the President or Vice-President is unable to perform his/her duties for a period of more than twenty (20) consecutive school days due to injury or illness, and makes application and qualifies for LTD benefits, the Unit may appoint another teacher as Interim President or Vice President until the Release Officer is able to return to his/her duties.
- I) The Board shall grant a leave to the teacher named by the Association as Interim President during the period of the appointment noted above.

5.19 Deferred Salary Leave

The Board shall grant a leave of absence of one (1) year to teachers on the basis of spreading two (2) years salary over three (3) years; one (1) year to teachers on the basis of spreading three (3) years salary over four (4) years; one (1) year to teachers on the basis of spreading four (4) years salary over five (5) years; one (1) year to teachers on the basis of spreading five (5) years salary over six (6) years; or one-half (1/2) year to teachers on the basis of spreading 3.5 years salary over four (4) years as outlined in the Deferred Salary Leave Plan. Refer to Appendix "A".

5.20 Personal Obligation Days

A teacher shall have access to up to two (2) days per school year. These days shall not be charged against sick leave. They are non-cumulative. These days shall be granted through the approval of the immediate supervisor. Part-time teachers shall have access to a pro-rated amount of time.

These days cannot be scheduled on the school days before or after a break (*March, Christmas and summer*) or before or after a statutory holiday. Requests to be absent should not conflict with the week prior to secondary school exams, school wide evaluations, on Parent/Student/Teacher Interview dates, professional activity days or with the start-up/end of a semester.

Personal Obligation Days cannot be combined with a request for unpaid leave.

5.21 Family Care Leave

In accordance with Part A, Section 15, by September 30th of each year the Board shall post information related to access to the Family Care Leave provision of the Employment Standards Act, 2000 on the Board's Staff Net.

5.22 Quarantine

A 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.

ARTICLE 6 - TEACHER BENEFITS

6.01 Employer Health Tax

The Board will pay the premium for Health coverage as required under the requirements of the Employer Health Tax Act, S.O. 1989, Chapter 76.

6.02 Payroll Deductions

A) It is understood that the Board shall make available, for the life of the contract, payroll deductions for one hundred percent (100%) employee paid deductions for the following areas (*when feasible by the carrier*):

1. Long Term Disability Insurance;
2. United Way;

subject to the conditions as listed in Board Minutes of October 27, 1980. The monies so deducted shall be remitted by the Board to Ontario Teachers Insurance Plan (OTIP) as per the January 1981 Agreement between the Board and OTIP or to such other carrier as may lawfully be authorized by the Secondary Teachers.

B) It is understood that the Board shall make available, for the life of the contract, payroll deductions for one hundred percent (100%) employee paid deduction for Group Registered Retirement Savings Plan contributions subject to the conditions as listed in Board minutes of May 23, 1992. The monies so deducted shall be remitted by the Board to the approved carrier as per the March 1992 Agreement between the Board and the approved carrier or to such other carrier as may lawfully be authorized to do so upon consultation with the Secondary Teachers.

6.03 College of Teachers Dues

College of Teacher dues shall be deducted over three (3) pay periods in November and December. In the event the Board is notified of a change in the dues amount after the deductions occur in November and December, the Board shall make a further deduction as necessary.

6.04 OECTA/OCSTA Religion Course

Effective September 1, 2005, the Board shall, upon successful completion, reimburse a teacher, the cost of tuition for Religion Part 1, offered by OECTA/OCSTA, for those teachers newly hired by the Board on or after September 1, 2005.

ARTICLE 7 - REMUNERATION

7.01 Salary Schedule

Payment shall be calculated and paid in twenty-six (26) bi-weekly installments beginning no later than the second Thursday of September.

7.02 Association Dues/Levy

- A) The Board shall deduct from the pay of each teacher who is within the scope of this Agreement, equal installments for the fees established by the Association. The Association shall advise the Board, in writing, of the amount of the fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall remit the total amounts so deducted to the Ontario English Catholic Teachers Association by the fifteenth (15th) of the month following the deduction and thereafter monthly.
- B) Upon request from OECTA - Waterloo Unit the Board will deduct a levy from those teachers paying Association Dues referred to in 7.02(A). The monies will be remitted to the OECTA - Waterloo Unit as in 7.02(A).

7.03 Beginning of Year For Salary Purposes

For the purpose of determining and calculating experience, increments and qualifications, September 1st will be recognized as the beginning of the teaching year.

7.04 QECO Programme

A teacher's placement on the salary grid shall be determined through usage of the Qualifications Evaluation Council of Ontario Programme Five (5).

7.05 Proof of Qualifications

Onus of proof of a teacher's placement on the schedule rests with the teacher. Such proof must be documented.

- A) To qualify for a September 1st pay adjustment, a teacher must have completed course requirements prior to September 1st and must submit to Human Resource Services, by January 15th of that school year, a revised QECO evaluation or QECO acknowledgement card. Teachers who provide the required documentation by January 15th and are eligible for a pay adjustment shall receive the adjustment retroactive to September 1st.

- B) To qualify for a January 1st pay adjustment, a teacher must have completed course requirements prior to January 31st of the same school year and must submit to Human Resource Services, by April 30th of that school year, a revised QECO evaluation or QECO acknowledgement card. Teachers who provide the required documentation by April 30th and are eligible for a pay adjustment shall receive the adjustment retroactive to January 1st.
- C) No adjustment shall be made until the teacher has submitted proof of completion date of the final course taken.
- D) No salary adjustments relative to QECO placement shall be considered after April 30th for that school year during the term of this Agreement.
- E) All submissions/correspondence in regards to this clause shall be through the Human Resource Services Office.

7.06 Submission of Qualifications Documents

The Secondary Teachers recognize the right of the Board to require the submission of all documents by the teacher, which form the basis upon which the Qualifications Evaluation Council of Ontario granted the QECO Statement of Evaluation. In such cases where the basis is not clear, it's the Board's prerogative to place a teacher on the salary grid according to the Director of Education, or designates, interpretation of QECO Programme 5. If said teacher disagrees with such placement, it is then his/her right to pursue a resolution of this difference of interpretation through the regular Grievance Procedure.

7.07 Recognition of Previous Teaching Experience

Effective September 1, 1977, all previous teaching experience will be recognized for teachers up to a category maximum in Levels A0, A1, A2, A3 and A4. However, only that experience earned while holding an Ontario Teaching Certificate (*or foreign equivalent*) shall be recognized. This clause is not retroactive.

Effective September 1, 2000, continuing education teaching experience involving the delivery of secondary credits shall be recognized for placement on the salary grid. No more than 1 year of experience will be granted in a year.

7.08 Part Year Experience

Teacher experience shall be based on teaching time as a 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.

Teaching experience earned during a school year shall be credited to the teacher as of September 1 following the school year in which it is earned.

7.09 Allowances

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

| Position | Sept 1/19 | Sept 1/20 | Sept 1/21 |
|-------------------------------|------------------|------------------|------------------|
| Program Heads | <u>\$6798</u> | <u>\$6866</u> | <u>\$6935</u> |
| Assistant Program Heads – 50% | <u>\$3399</u> | <u>\$3433</u> | <u>\$3467</u> |
| Resource Teachers | <u>\$6798</u> | <u>\$6866</u> | <u>\$6935</u> |
| | | | |
| Consultants | | | |
| Step 1 | <u>\$6579</u> | <u>\$6645</u> | <u>\$6711</u> |
| Step 2 | <u>\$7045</u> | <u>\$7115</u> | <u>\$7186</u> |
| Step 3 | <u>\$7511</u> | <u>\$7586</u> | <u>\$7662</u> |
| Step 4 | <u>\$7978</u> | <u>\$8058</u> | <u>\$8138</u> |
| | | | |
| <u>System Co-ordinators</u> | | | |
| Student Services | | | |
| Program Services | | | |
| Step 1 | <u>\$8937</u> | <u>\$9027</u> | <u>\$9117</u> |
| Step 2 | <u>\$10,575</u> | <u>\$10,680</u> | <u>\$10787</u> |
| Step 3 | <u>\$12,086</u> | <u>\$12,207</u> | <u>\$12,329</u> |
| Step 4 | <u>\$13,597</u> | <u>\$13,733</u> | <u>\$13,870</u> |

7.10 Allowance Entitlement

Only one (1) allowance (*covered under 7.09*) shall be added to the basic salary scale for the category in which the teacher is qualified. The allowance paid shall be the greater of which the teacher is entitled.

7.11 Recognition of Related Experience

Note: Related experience shall not entitle a teacher to pierce the maximum of any salary category.

1. A) Teachers shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one year of teaching experience for each year of related and approved experience.
- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience in trade settings acceptable to the Superintendent of Human Resource Services or designate. These teachers shall be credited for placement on the salary grid on the basis of one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid.
2. A) Teachers hired on or after September 1, 2004, shall be paid an allowance for experience in professional settings acceptable to the Superintendent of Human Resource Services. These teachers shall be credited for placement on the salary grid on the basis of one (1) year of teaching experience for each year of related and approved experience, to a maximum of six (6) years.

- B) Teachers hired on or after September 1, 2008, shall be paid an allowance for experience in professional settings, acceptable to the Superintendent of Human Resource Services, or designate. These teachers shall be credited for placement on the salary grid on the basis of:
- a) one (1) year of teaching experience for each year of related and approved experience, to a maximum of eight (8) years on the salary grid; and
 - b) the recognition of related professional experience for calculation purposes means years beyond the attainment of post-secondary certification.
 - c) related experience will only be applied within three (3) years of hire where the experience is directly related to the course taught.
 - d) the onus shall be on the teacher to provide verification of the type and length of related professional experience.

7.12 Home Instruction

In accordance with Part A, Section 2.

Home Instruction Teachers shall receive a per hour of instruction rate of:

Sept 1, 2019 \$40.04

Sept 1, 2020 \$40.44

Sept 1, 2021 \$40.84

A) Definition

"Home Instruction Teacher" means a teacher employed to teach an individual student, who because of circumstances, is unable to attend his/her scheduled classes during the regular school day. Such employment shall take place outside of the teacher's instructional day.

B) The Assignment of Home Instruction

Upon notification of a need for Home Instruction, the order of offer of the assignment shall be:

1. The teacher(s) currently assigned to the student's course.
2. The teacher currently assigned to the student's timetable.
3. Other qualified teachers within the school and Bargaining Unit.
4. Other qualified teachers within the Bargaining Unit.
5. Other certified teachers within the Bargaining Unit.
6. Other qualified teachers within the Unit.
7. Other certified teachers within the Unit.

7.13 Salary Schedule

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

September 1, 2019

| STEP | A0 | A1 | A2 | A3 | A4 |
|------|---------------|---------------|---------------|---------------|----------------|
| 0 | <u>43,635</u> | <u>45,912</u> | <u>48,682</u> | <u>52,861</u> | <u>56,109</u> |
| 1 | <u>46,851</u> | <u>49,303</u> | <u>52,314</u> | <u>56,954</u> | <u>60,593</u> |
| 2 | <u>50,069</u> | <u>52,690</u> | <u>55,946</u> | <u>61,044</u> | <u>65,080</u> |
| 3 | <u>53,286</u> | <u>56,078</u> | <u>59,574</u> | <u>65,136</u> | <u>69,564</u> |
| 4 | <u>56,500</u> | <u>59,465</u> | <u>63,208</u> | <u>69,227</u> | <u>74,048</u> |
| 5 | <u>59,719</u> | <u>62,854</u> | <u>66,841</u> | <u>73,318</u> | <u>78,533</u> |
| 6 | <u>62,936</u> | <u>66,241</u> | <u>70,473</u> | <u>77,411</u> | <u>83,019</u> |
| 7 | <u>66,152</u> | <u>69,628</u> | <u>74,106</u> | <u>81,503</u> | <u>87,504</u> |
| 8 | <u>69,370</u> | <u>73,016</u> | <u>77,736</u> | <u>85,594</u> | <u>91,988</u> |
| 9 | <u>72,586</u> | <u>76,404</u> | <u>81,368</u> | <u>89,687</u> | <u>96,473</u> |
| 10 | <u>75,804</u> | <u>79,793</u> | <u>85,000</u> | <u>93,779</u> | <u>100,958</u> |

September 1, 2020

| STEP | A0 | A1 | A2 | A3 | A4 |
|------|---------------|---------------|---------------|---------------|----------------|
| 0 | <u>44,071</u> | <u>46,371</u> | <u>49,169</u> | <u>53,390</u> | <u>56,670</u> |
| 1 | <u>47,320</u> | <u>49,796</u> | <u>52,837</u> | <u>57,524</u> | <u>61,199</u> |
| 2 | <u>50,569</u> | <u>53,217</u> | <u>56,505</u> | <u>61,655</u> | <u>65,731</u> |
| 3 | <u>53,818</u> | <u>56,639</u> | <u>60,170</u> | <u>65,787</u> | <u>70,259</u> |
| 4 | <u>57,065</u> | <u>60,059</u> | <u>63,840</u> | <u>69,920</u> | <u>74,789</u> |
| 5 | <u>60,316</u> | <u>63,483</u> | <u>67,509</u> | <u>74,051</u> | <u>79,318</u> |
| 6 | <u>63,565</u> | <u>63,903</u> | <u>71,177</u> | <u>78,186</u> | <u>83,849</u> |
| 7 | <u>66,813</u> | <u>70,325</u> | <u>74,847</u> | <u>82,318</u> | <u>88,379</u> |
| 8 | <u>70,064</u> | <u>73,746</u> | <u>78,513</u> | <u>86,450</u> | <u>92,908</u> |
| 9 | <u>73,312</u> | <u>77,169</u> | <u>82,181</u> | <u>90,584</u> | <u>97,438</u> |
| 10 | <u>76,562</u> | <u>80,591</u> | <u>85,850</u> | <u>94,716</u> | <u>101,967</u> |

September 1, 2021

| STEP | A0 | A1 | A2 | A3 | A4 |
|------|---------------|---------------|---------------|---------------|---------------|
| 0 | <u>44,512</u> | <u>46,835</u> | <u>49,661</u> | <u>53,924</u> | <u>57,237</u> |
| 1 | <u>47,793</u> | <u>50,294</u> | <u>53,366</u> | <u>58,099</u> | <u>61,811</u> |
| 2 | <u>51,075</u> | <u>53,749</u> | <u>57,070</u> | <u>62,271</u> | <u>66,388</u> |
| 3 | <u>54,357</u> | <u>57,205</u> | <u>60,771</u> | <u>66,445</u> | <u>70,962</u> |
| 4 | <u>57,636</u> | <u>60,660</u> | <u>64,478</u> | <u>70,619</u> | <u>75,537</u> |
| 5 | <u>60,920</u> | <u>64,118</u> | <u>68,184</u> | <u>74,792</u> | <u>80,111</u> |

| | | | | | |
|----|---------------|---------------|---------------|---------------|----------------|
| 6 | <u>64,201</u> | <u>67,572</u> | <u>71,889</u> | <u>78,967</u> | <u>84,688</u> |
| 7 | <u>67,482</u> | <u>71,028</u> | <u>75,595</u> | <u>83,141</u> | <u>89,263</u> |
| 8 | <u>70,764</u> | <u>74,484</u> | <u>79,298</u> | <u>87,315</u> | <u>93,837</u> |
| 9 | <u>74,045</u> | <u>77,940</u> | <u>83,003</u> | <u>91,490</u> | <u>98,412</u> |
| 10 | <u>77,327</u> | <u>81,397</u> | <u>86,708</u> | <u>95,663</u> | <u>102,987</u> |

ARTICLE 8 - CONTINUING EDUCATION

8.01 Definition

- A) "*Continuing Education Teacher*" means a teacher employed to teach a continuing education course or class in which a pupil may earn a credit or participate in a non-credit summer school course in accordance with Regulation 285.
- B) "*Continuing Education course or class*" shall mean a course or class as described in Section 1 and 2 of Ontario Regulation 285.

8.02 Applicability

The provisions set out in Articles 1, 2, 3.01, 3.05, 3.07, 4.01 to 4.03, 4.07, 4.08, 4.09 A), C), and D), 4.10 Safe Schools (as applicable), 4.22, 4.26 A), B), D), E), F), G), H), I), J), 4.29, Article 8, and Letters contained herein, shall constitute the entire Agreement of the parties on the terms and conditions of employment for Continuing Education Teachers as defined in Clause 8.01.

8.03 Recognition

- A) A Continuing Education Teacher shall be employed on a letter of employment, in writing, in the form of the Continuing Education Teacher's contract prescribed by the regulations.
- B) A Continuing Education Teacher's contract shall be signed by the parties within ten (10) days of the first day for which a Continuing Education Teacher is eligible to receive remuneration.
- C) A Teacher, who is employed by the Board as a Continuing Education Teacher, may be employed by another Board as a full-time or part-time teacher.
- D) The Board may assign a teacher employed on a permanent or probationary contract to duties within Continuing Education. The Board and the teacher must mutually consent to such placement. Notwithstanding Article 8, such teacher may be employed under the teacher's contract as a probationary or permanent teacher, as the case requires.

8.04 Seniority as a Continuing Education Teacher

- A) Accumulation of seniority shall begin after a teacher completes two (2) consecutive terms. Calculations shall occur at the end of the fifteenth (15th) day of each school term and once each year on June 1st for night school terms. More than twelve (12) months of voluntary interruption will negate accumulated seniority, except in the case of statutory leaves.

- B) Seniority shall be calculated on a per credit basis. A Continuing Education Teacher assigned to non-teaching duties shall accumulate two (2) credits for positions with thirty (30) hours or more per week and one (1) credit for positions less than 30 hours per week. Notwithstanding the foregoing, teachers assigned as Curriculum Leaders shall accumulate seniority for such duties to be calculated annually at the start of Term 5. Teachers on statutory leaves shall earn seniority credits as per the Letter of Understanding – Seniority Credits for Continuing Education Teachers on Statutory Leaves.
- C) The Board shall establish a seniority list for Continuing Education Teachers showing each member's name and accumulated credits from the most senior to least senior.
- D) The seniority list shall be sent to the President of the Unit, by the fifteenth (15th) day of each day school term.
- E) Continuing Education Teachers have fifteen (15) days after the posting of the seniority list to notify Human Resource Services of any discrepancies in the list.

8.05 Redundancy and Recall

- A) A teacher who is assigned 100% or less and whose workload is reduced shall be recalled in reverse order, providing the teacher meets the qualifications, as per the Education Act and Regulations, and experience required for the position(s) available.
- B) A member's workload may exceed 100% if another full-time or part-time teacher's workload is reduced only if the teacher impacted by the reduction does not meet the qualifications, as per the Education Act and Regulations, and experience required for the position(s).
- C) In accordance with Part A, Section 12.1, the right to recall shall end after two (2) years plus six (6) consecutive terms from the date the teacher is declared redundant.
- D) A teacher loses recall rights if he/she refuses two (2) consecutive assignments for which he/she is qualified as per the Education Act and Regulations.
- E) Continuing Education teachers who have accepted a Long Term Occasional assignment, either full time or part-time, in either an Elementary or Secondary school within the Board, shall have the right to refuse Continuing Education offers and retain their position on the Continuing Education seniority list, and all rights thereof, for the equivalent of four (4) Secondary semesters.

8.06 Assault

For a series of complex reasons, violence is being frequently resorted to in society. In the educational setting, teachers are sometimes the target of assault by students and others.

- A) The Board and the Secondary Teachers recognize that every teacher has the right to security of person in the workplace.
- B) Under the Criminal Code of Canada, an assault occurs not just when someone

intentionally applies force to another person without that person's consent, but also when a person attempts or threatens to apply force.

C) Where the teacher believes that an assault has taken place the following actions shall be taken:

1. The assailant is to be removed from the presence of the teacher as soon as possible.
2. The teacher is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified medical practitioner (Physician).
3. The teacher or colleague informs the Principal, or designate, who in turn informs the appropriate Supervisory Officer of the alleged assault, and requests that the Board's legal counsel be advised.
4. The Principal, or designate, with the possible assistance of the police, immediately establishes the details of the alleged assault and identifies witnesses, if any.
5. Where the alleged assailant is a student in the school, the Principal immediately reassigns the student out of the class of the assaulted teacher and, where appropriate and possible, considers the permanency of the reassignment.
6. Where the investigation establishes that an assault has taken place and that the assailant is a student in the school, the Principal shall ascertain whether the student should be suspended or expelled pursuant to Sections 306 and 308 of the Education Act, as amended from time to time. Where appropriate and possible, the student will not be assigned to the assaulted teacher's class for the following semester.
7. Where an investigation establishes that the assailant is a person other than a student in the school, the Principal, or designate, calls the police to investigate.
8. The Principal, or designate, makes a written account of the events, times, and witnesses and furnishes the teacher with a copy of this account and any other reports pertaining to the assault.
9. The teacher, or if necessary, a colleague or the Principal, informs the Secondary Teachers staff representative and the Unit President of the assault.
10. Where necessary, the teacher receives time off from all duties to a maximum of twelve (12) working days, without loss of pay, service credits, or sick leave credits. Where time off beyond twelve (12) working days is required, the teacher's accumulated sick leave credit will be used.

8.07 Leaves of Absence

A) Sick Leave / Short-Term Leave and Disability Plan shall be in accordance with Part A, Section 4.

B) A Continuing Education Teacher shall be responsible for planning the first day of absence.

C) Long Term Leaves

Leaves without pay, may be granted at the sole discretion of the Human Resource Services

Officer, or designate, to a maximum of one (1) year without loss of previous seniority credit.

i) Except for statutory leaves, a teacher must have completed two (2) consecutive terms of employment with the Board at the time of the request. Such application shall be made four (4) weeks prior to the beginning of the leave.

ii) A teacher, while on such leave, who wishes to request an extension of said leave, must make such application in writing three (3) weeks prior to the end of the leave. Should no request for extension be made to the Superintendent of Human Resource Services in writing, it is understood and expected that the teacher shall return to an assigned position on the first working day following the leave.

iii) Notwithstanding 8.07(C)(i), an employee who has completed a minimum of three (3) years of continuous service, that is two (2) consecutive terms per year for three (3) years, in Continuing Education with the Board, may request a leave of absence for a period not to exceed one (1) year without loss of previous seniority credit. Leaves without pay may be granted at the sole discretion of the Human Resource Services Officer, or designate.

D) Compassionate Leave

For a Continuing Education Teacher with a contract period that exceeds two (2) consecutive terms, short-term Compassionate Leave may be granted at the discretion of the Human Resource Services Officer.

E) Bereavement Leave

After an employment of two (2) consecutive terms, the Continuing Education Teacher shall:

1. In the event of the death of an employee's spouse, child, step-child, parent, stepparent, brother, sister or ward, 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) consecutive 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.

2. In the event of the death of an employee's mother-in-law, father-in-law, grandchild, grandparent or fiancé (e), leave shall be granted without loss of pay or service credit for up to 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) consecutive 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.

F) Bereavement Leave – Other

At the sole discretion of the Human Resource Services Officer, or designate, one (1) day may be granted with or without pay for the purpose of attending a funeral.

G) Emergency Leave

Emergency leave of up to one (1) class requires the approval of the Principal or designate. The leave is without pay.

H) Pregnancy/Parental Leave (in accordance with Part A, Section 14)

i) Pregnancy/Parental Leave shall be granted in accordance with the current Employment Standards Act, R.S.O. 1980, Chapter 137, as amended.

ii) A male teacher shall be granted four (4) days for needs directly related to the birth of his child without loss of pay or service credit. Additional time, if required, may be requested as per D).

I) Adoption Leave

A teacher shall be granted, special leave without loss of pay or service credit, of up to four (4) days for needs directly related to the legal adoption of a child.

J) Education Leave

An education leave may be granted, without loss of pay or service credit, for attendance at approved professional conferences and seminars, at the discretion of the Principal.

K) University/College Graduation Leave

One (1) day, without loss of pay or service credit, shall be granted for the purpose of attending a university/college graduation for self, spouse or child.

L) University/College Examination Leave

i) One (1) day, without loss of pay or service credit, shall be granted for the purpose of taking a final university/college exam during the regular teaching day.

ii) One class shall be granted if the examination is written on a school day but outside the regular teaching hours.

iii) The onus is on the teacher to submit proof, satisfactory to the Board, that the university/college exam is a final one and the time at which it is written.

M) Jury Duty/Court Appearance

Time shall be allowed for Jury Duty or Subpoenaed Witness Service without loss of pay or service credit. As full pay shall be issued by the Board, any remuneration received for Jury or Witness Service shall be turned over to the Board minus the amount, supported by receipts, of any extra expenses caused by such service.

N) Family Care Leave (in accordance with Part A, Section 15)

By September 30th of each year the Board shall cause to have posted in each worksite's lunch room, information related to access to the Family Care Leave provision of the Employment Standards Act, 2000.

8.08 Ontario Teachers' Pension Act

The Board administers the collection of the teacher's share of the premiums as required by the Government sponsored Ontario Teachers' Pension Act (1989), as amended.

8.09 Remuneration

A) In accordance with Part A, Section 2 the following payment structure shall be effective September 1, 2019 – August 31, 2020:

| Position | Basic Rate | Holiday Pay | Vacation | Total |
|---|--------------|-------------|-------------|--------------|
| Secondary Credit | <u>44.45</u> | <u>1.44</u> | <u>1.91</u> | <u>47.80</u> |
| Secondary School Marker/Lesson Rate | | | | |
| Grade 9/10 | <u>9.77</u> | <u>0.32</u> | <u>0.42</u> | <u>10.51</u> |
| Grade 11/12 | <u>10.62</u> | <u>0.34</u> | <u>0.46</u> | <u>11.42</u> |
| SSC PLAR MARKER | <u>19.51</u> | <u>0.63</u> | <u>0.84</u> | <u>20.98</u> |
| SSC TD Tutor | <u>26.38</u> | <u>0.85</u> | <u>1.13</u> | <u>28.37</u> |
| SSC Uncertified International Languages | <u>34.19</u> | <u>1.11</u> | <u>1.47</u> | <u>36.77</u> |
| Summer School Teachers per hour | <u>44.45</u> | <u>1.44</u> | <u>1.91</u> | <u>47.80</u> |
| SSC Uncertified Teachers | <u>39.41</u> | <u>1.28</u> | <u>1.69</u> | <u>42.38</u> |

In accordance with Part A, Section 2 the following payment structure shall be effective September 1, 2020 – August 31, 2021:

| Position | Basic Rate | Holiday Pay | Vacation | Total |
|---|--------------|-------------|-------------|--------------|
| Secondary Credit | <u>44.89</u> | <u>1.45</u> | <u>1.93</u> | <u>48.27</u> |
| Secondary School Marker/Lesson Rate | | | | |
| Grade 9/10 | <u>9.87</u> | <u>0.32</u> | <u>0.42</u> | <u>10.61</u> |
| Grade 11/12 | <u>10.73</u> | <u>0.35</u> | <u>0.46</u> | <u>11.54</u> |
| SSC PLAR MARKER | <u>19.71</u> | <u>0.64</u> | <u>0.85</u> | <u>21.19</u> |
| SSC TD Tutor | <u>26.64</u> | <u>0.86</u> | <u>1.15</u> | <u>28.66</u> |
| SSC Uncertified International Languages | <u>34.53</u> | <u>1.12</u> | <u>1.48</u> | <u>37.13</u> |
| Summer School Teachers per hour | <u>44.89</u> | <u>1.45</u> | <u>1.93</u> | <u>48.27</u> |
| SSC Uncertified Teachers | <u>39.80</u> | <u>1.29</u> | <u>1.71</u> | <u>42.80</u> |

In accordance with Part A, Section 2 the following payment structure shall be effective from September 1, 2021 – August 31, 2022:

| Position | Basic Rate | Holiday Pay | Vacation | Total |
|-------------------------------------|--------------|-------------|-------------|--------------|
| Secondary Credit | <u>45.34</u> | <u>1.47</u> | <u>1.95</u> | <u>48.76</u> |
| Secondary School Marker/Lesson Rate | | | | |

| | | | | |
|---|--------------|-------------|-------------|--------------|
| Grade 9/10 | <u>9.97</u> | <u>0.32</u> | <u>0.43</u> | <u>10.72</u> |
| Grade 11/12 | <u>10.84</u> | <u>0.35</u> | <u>0.47</u> | <u>11.66</u> |
| SSC PLAR MARKER | <u>19.91</u> | <u>0.64</u> | <u>0.86</u> | <u>21.41</u> |
| SSC TD Tutor | <u>26.91</u> | <u>0.87</u> | <u>1.16</u> | <u>28.94</u> |
| SSC Uncertified International Languages | <u>34.88</u> | <u>1.13</u> | <u>1.50</u> | <u>37.51</u> |
| Summer School Teachers per hour | <u>45.34</u> | <u>1.47</u> | <u>1.95</u> | <u>48.76</u> |
| SSC Uncertified Teachers | <u>40.20</u> | <u>1.30</u> | <u>1.73</u> | <u>43.23</u> |

B) Vacation pay shall be paid on a bi-weekly basis.

8.10 Posting Procedures

All Continuing Education Guidance, correspondence marking, tutors, non-credit assignments and Department Heads shall first be posted for Continuing Education Teachers prior to being advertised to other members of the Bargaining Unit. A copy of each posting shall be sent to the President of the Bargaining Unit.

8.11 Exam Marking

- A) The Board shall establish an exam schedule that shall ensure that the final day of class is available for assessment, evaluation, and/or reporting.
- B) The schedule for the day shall be the same as any other instructional day, complete with regularly scheduled breaks and lunch.

8.12 Access to Required Resources

The Board shall endeavour to provide photocopies, resources, and class lists to teachers no later than 8:00am one (1) day prior to the beginning of a term.

8.13 Staffing

- A) A morning and afternoon course assignment shall constitute a full time assignment.
- B) The Board shall assign Continuing Education courses such that teachers shall be assigned a full time assignment, and a night course if the teacher so desires, from the most senior to the least senior, unless a teacher is already in an assignment and subject to qualifications.
- C) The Board shall endeavour to ensure that the courses assigned to teachers are sufficiently enrolled as to prevent cancellation, by seniority.
- D) Where a day class is cancelled within three (3) days (four (4) scheduled days if the third day of classes falls on a Friday) of the class commencing, and there are less senior

teachers still teaching, the affected senior staff member will be paid for two (2) additional days from the date the classes are cancelled.

- E) If a course is opened during the term, the course shall be offered to the teacher with the most seniority who is qualified to teach the course and has not already accepted an offer for that time in the term.

8.14 Teacher Performance Appraisal

A selection of teachers shall be evaluated each year on a rotating basis, with teachers being evaluated no more than once every five (5) years unless there is reasonable cause to initiate an appraisal more than once in a five (5) year period. Appraisals will be conducted as per the agreed-to process in effect on September 1, 2019 (see Appendix E) which may be amended from time to time by mutual agreement of the parties.

8.15 Transfers

- A) Continuing Education Teachers shall have the opportunity to participate in the transfer process, in accordance with the Teacher Transfer and Posting Procedure.
- B) The Transfer and Posting Procedure shall be communicated to all Continuing Education Teachers in the same manner, and at the same time, as it is communicated to other members of the Bargaining Unit.
- C) For purposes of grid placement when a Continuing Education teacher transfers to either the Secondary or Elementary Panel, each Secondary School Credit course delivered by the teacher while employed at the Board's Continuing Education program shall equate to 0.1, or proportion thereof, of a year's experience for grid placement.

8.16 Continuing Education Organizational Structure

There shall be one (1) Secondary School Credit Department Head for each of the following areas:

- i. OSS Curriculum;
- ii. School to Work;
- iii. Guidance;

The Department Heads shall be remunerated with a responsibility allowance in the amount equivalent to 17.5 hours per week, for 42 weeks per year, at the secondary rate.

The Department Head structure shall be as per Appendix C.

In addition to the above, there shall be five (5) Curriculum Leaders:

- i. Mathematics
- ii. Science
- iii. English
- iv. Computers and Business
- v. Social Science

The Curriculum Leaders shall provide teachers in their specific subject areas with assistance to

aid in the delivery of Continuing Education programs/subjects. The Curriculum Leaders shall be remunerated with a responsibility allowance in the amount equivalent to three (3) hours per week, for 42 weeks per year, at the secondary rate.

All positions above, shall be posted as per Article 8.10. All positions above may be posted for an effective date of September 1, 2015 and all positions shall have a term of 3 years.

8.17 Labour Management Meeting

The Board shall discuss with the Bargaining Unit, through a Labour Management meeting, the rationale for proposed changes to the organization, structure and delivery of Continuing Education Secondary School Credit Programs. No changes shall be implemented prior to the meeting.

8.18 Continuing Education Focus Group Meeting

A Committee of equal representation of the parties, three (3) appointed by the Unit and three (3) appointed by the Board, shall examine, study and make recommendations regarding Continuing Education Teachers access to professional development opportunities, the ramifications of Continuing Education class sizes as it relates to the learning opportunities of Continuing Education students, policies and procedures related to waitlists, class size, registration deadlines and such other registration procedures as agreed to by the parties, teacher workload and the duties of department heads. Upon agreement by the parties, such changes shall be implemented.

8.19 SENIORITY CREDITS FOR CONTINUING EDUCATION TEACHERS ON STATUTORY LEAVES

With respect to Articles 8.04 B, when a Continuing Education Teacher is on a statutory leave from their duties as a teacher at St. Louis Continuing Education Centre, seniority credits shall be granted to those teachers.

Granting of seniority credits shall be as follows:

With respect to Articles 8.04 B) one (1) seniority credit shall be assigned for each class (or equivalent) that a teacher on a statutory leave would have been offered in each term they would have been working had they not been on a statutory leave;

- i) It is understood that seniority credits shall only be granted if the teacher on a leave has the qualifications and has amassed sufficient seniority to have been assigned to teach those course(s), had they not been on statutory leave;
- ii) Granting of seniority credits in this manner shall not continue beyond the end date of the Board-approved statutory leave;
- iii) The Board shall discuss their rationale for assigning said seniority credits to any teacher on statutory leave with the Unit upon request.

LETTER OF UNDERSTANDING – ATTENDANCE MANAGEMENT

- A) The Board maintains an employee attendance support program (EASP) that shall take into account individual extenuating circumstances.

- B) Attendance at medical appointments which cannot be scheduled outside of the instructional day shall be considered an extenuating circumstance, unless there is undue hardship on the Board in accordance with the Ontario Human Rights Code. Such absences shall not be counted for purposes of determining whether the employee absences are greater than the established threshold.
- C) Absences resulting from illness or injury which constitute a disability under the Human Rights Code shall be considered an extenuating circumstance unless there is undue hardship on the in accordance with the Human Rights Code. Such absences shall not be counted for the purposes of determining whether the employee absences are greater than the established threshold.
- D) In accordance with Part A, Section 4, the Board has the right to request confirmation of illness by a member's medical practitioner. The confirmation may be as per the Medical Certificate found in Part A or on a form mutually agreed to by the Board and the Unit. The Board shall reimburse members in accordance with Part A for all required medical documentation.
- E) The approximate date(s) the Board will be running attendance tracking reports shall be communicated to the Unit prior to those reports being generated.
- F) By May 15, 2016, the Unit and the Board shall meet to discuss the impact of this letter of understanding, the timing and operation of the Program, and review best practices for consideration during the next round of negotiations.

LETTER OF UNDERSTANDING – ALTERNATE EDUCATION PROGRAMS

The parties agree to establish a Committee with member representation from the Board, OECTA and other resource people, as mutually agreed to. The parties agree to meet by February 1, 2021 to discuss expectations for alternative education teachers in the Board's various Alternate Education programs.

LETTER OF UNDERSTANDING – LEAVES OF ABSENCE AND RETURN TO WORK

The parties agree to meet and discuss scenarios and circumstances with respect to teachers returning to work from leaves of absence. The outcome of the discussions will be documented.

The first meeting will occur no later than October 20, 2020 and discussions will conclude no later than December 18, 2020. Timelines may be extended by mutual agreement.

APPENDIX "A" - DEFERRED SALARY LEAVE PLAN

The Board shall grant leave of absence of one-half (1/2) year to teachers on the basis of:

1. Spreading three and one-half (3 1/2) years salary over four (4) years, or

The Board shall grant leave of absence of one (1) year to teachers on the basis of:

2. Spreading two (2) years salary over three (3) years, or
3. Spreading three (3) years salary over four (4) years, or
4. Spreading four (4) years salary over five (5) years, or
5. Spreading five (5) years salary over six (6) years

Hereinafter called the "Plan", subject to the following conditions.

A) Eligibility

1. Teacher may apply to participate in the Plan if:
 - a) The teacher holds Permanent Status with the Board, and
 - b) The teacher has completed at least four (4) continuous years of teaching for the Board immediately preceding the application.
2. The maximum number of additional teachers who shall be recommended for participation in the Plan in any one year shall not exceed fourteen (14).
3. A maximum of five (5) Teachers receiving responsibility allowances shall be allowed to participate in the Plan in the year of leave.

B) Application

1. Application forms used to apply for a leave shall be made available from the Board to the Secondary Teachers by the last school day in October.
2. A teacher wishing to participate in the Plan shall complete an application form and submit it to the Human Resource Services Office on or before February 1st to participate in the Plan commencing the following September 1st.

C) Special Leave Committee

1. As per the selection criteria appearing on the application form, applications for such a leave shall be reviewed by a Special Leave Committee (Secondary) established by the Board and the Secondary Teachers for the purpose of making recommendations.
2. The Deferred Salary Leave Committee (*Secondary*) shall consist of the Human Resource Services Officer (*or designate*), a Trustee, the OECTA Unit President (*or designate*) and the CEO of the Secondary Teachers (*or designate*).
3. Each party shall attend a meeting called by the Human Resources Services Officer or designate by the second Monday in February each year.
4. The Committee shall select a Chairperson from among its members at its first meeting and the Chairperson will have the right to vote.
5. The experience indicated on the Applications shall be verified by the Human Resource Services Office of the Board before submission to the Committee, when required.
6. The recommendation of the Special Leave Committee must be approved by the Board in accordance with its decision-making process.
7. Only the names of the applicants who have been endorsed by the Committee shall be sent to the appropriate Board Committee.
8. Written recommendations of acceptance or denial of the teacher's request, with explanation, shall be forwarded by the Special Leave Committee to the teacher by March 1st in the school year the original request is made.
9. Any recommendations made by the Special Leave Committee shall not be subject to the grievance procedure.
10. No substitution shall be made in the case where an endorsed and/or approved candidate

drops out.

D) Board Approval

1. The teacher shall be required to sign an agreement with the Board before final approval shall be granted.
2. Approval of the recommendations to participate in the Plan shall rest solely with the Board and shall not be subject to the grievance procedure.
3. Written approval or denial of the teacher's leave, with explanations, shall be forwarded by the Board to the teacher by April 1st in the same year as the request is made.

E) Salary Deferral

1) Option A

- a) In each of the three and one-half (3 1/2) years of the Plan commencing September 1st following approval, the Teacher shall be paid 87.5% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 12.5% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and shall be paid to the Teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

2) Option B

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the Teacher shall be paid 66.7% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 33.3% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and will be paid to the Teacher in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

3) Option C

- a) In each of the three (3) years of the Plan commencing September 1st following approval, the Teacher shall be paid 75% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and shall be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

4) Option D

a) In each of the four (4) years of the Plan commencing September 1st following approval, the Teacher shall be paid 80% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of this Agreement in an individual interest bearing account in the Board's name on behalf of the Teacher and shall be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

5) Option E

a) In each of the five (5) years of the Plan commencing September 1st following approval, the Teacher shall be paid 83.4% of the salary and responsibility allowance to which the Teacher is otherwise entitled in accordance with the Collective Agreement.

b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Clause 7.01 of the Agreement in an individual interest bearing account in the Board's name on behalf of this Teacher and shall be paid to the Teacher in the year of the leave.

c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.

F) Leave

1. a) Leaves granted under this Plan shall commence on September 1st of the third, fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.

b) A semester leave granted under this Plan shall commence at the beginning of semester two (2) and end at the end of semester two (2).

2. In the event that a suitable replacement cannot be obtained for a teacher who has been granted a leave, the Board may defer the leave by not more than two (2) years by giving the teacher written notice at least four (4) months before the date of commencement of the leave.

3. In such a case, the teacher may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year. In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

G) Salary and Benefits - Year of Leave

1. In the year of the leave the Board shall pay to the teacher the total of the deferred salary and allowances plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the teacher before June 30th of the year of the leave.

The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions shall be made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

2. The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Ontario College Teachers Dues and other statutory deductions and any benefits in the Collective Agreement.

3. Following the leave, it shall be the teacher's responsibility to remit the appropriate amount to the Ontario Teachers' Pension Plan in accordance with the Regulation of that Fund if the teacher wishes to improve the Pension for the period of leave.

4. Workers' Safety and Insurance Board premiums and benefits shall not apply during the year of the leave.

5. Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the teacher's leave of absence.

Total premium cost during the leave will be paid by the teacher through deductions in accordance with the chosen method of payment as per G) 1) above.

6. The teacher shall not be entitled to the accumulation or utilization of sick leave credits during the year of absence. On return from leave, however, the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.

7. Seniority shall be credited at the end of the leave as if the teacher were employed in the former position during the year of leave.

H) Return From Leave

1. Subject to the provisions of redundancy procedure, upon return from leave, a teacher shall be placed in the same position (*i.e. school/department and division*) including one of responsibility, or, if due to declining or changing enrollment patterns, said position no longer exists, the reassignment of the teacher shall be governed by the appropriate terms of the Collective Agreement.

2. The returning teacher has the right to participate in the normal transfer procedures during the year when the teacher is on leave.

3. On return to duty, the teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave. The teacher will be entitled to any increase in salary other than increment that the teacher would have received had the leave not been taken.

I) Withdrawal From The Plan

1. Due to extenuating circumstances, a Teacher may withdraw from the Plan. Notification, in writing, must be received and approved by the Human Resource Services Office at least sixty (60) days prior to the effective date of withdrawal from the Plan.

2. Any teacher declared redundant shall be required to withdraw from the Plan.

3. Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. Payment shall

be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.

4. If a teacher retires, is dismissed, redundant, or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, redundancy, termination or leave as the case may be with the necessary deductions being made in accordance with the requirement of Canada Revenue Agency and other regulatory bodies.

5. The payment shall be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.

6. Should a teacher die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased teacher with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. The payment shall be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

J) Responsibility

The Board and the Branch Affiliate assume no implication of the Plan related to its effect on Teachers' Pension Plan provisions, Income Tax implications, Employment Insurance and the Canada Pension Plan. The responsibility shall lie solely with the teacher.

It is the intent of the Board and the Local Teacher Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's teaching responsibility for the year of the leave.

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APPENDIX "B" - SABBATICAL LEAVE

A) Definitions

1. It is understood that the needs of the School System are the main criteria for consideration.
2. It is understood that the time allowance will be approximately one year rather than shorter periods.
3. May involve courses, research or other educational activities relevant to the need identified.

B) Eligibility

Any teacher of the Board who has a minimum of five (5) years teaching experience with this Board and could serve a need of the system which has been identified by him/her or the Board is eligible for a Sabbatical Leave. The Board may waive requirements for years of teaching experience.

C) Requirements of the Applicant

1. An application is made in writing to the Director of Education identifying the needs for the system that could be met by courses, research, etc. over a period of up to one year.
2. The application should include an outline of the plans for the Sabbatical year.
3. The application is to be submitted by November 30th of the year prior to the school year for which the request is being made.
4. The final approval rests with the Director of Education and the Board. Written notification of approval or non approval shall be given to the applicant by March 31st. Where the application is not approved, a reason for the decision shall be included.
5. A successful applicant shall:

- a) Submit an interim progress report as well as a final report as directed by the Director.
- b) Sign a note promising to return to the Board for a minimum of three (3) years in such capacity as is determined by the Director as best utilizing the experience of the Sabbatical. Where the three (3) year period is not completed, the Board shall be reimbursed on a pro-rata basis, e.g. completion of only one (1) year would result in reimbursement of 33-1/3% per year of the Sabbatical paid by the Board.
- c) Where the Sabbatical involved study outside the country, the applicant upon return must submit evidence of a successful medical examination.

D) Benefits During Sabbatical Leave

1. A successful candidate shall receive not less than two-thirds (2/3) of the annual salary to which he/she would have been entitled had he/she remained in the regular position.
2. The Board shall make Teacher Pension Plan deductions in proportion to the salary noted in D) 1). Payment for the remainder is the responsibility of the candidate.
3. Benefits (*Extended Health and Life, Canada Pension Plan, Dental Plan*) shall be paid as per normal.
4. Arrangements for method of payment shall be made between the candidate and the Director.
5. Bursaries and other aid to applicants from outside the system shall not affect the above benefits.
6. The taking of Sabbatical Leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave, but shall exclude accumulation of sick leave credits for the period of the leave.

E) System Need

Where the Board requests that an individual pursue investigation of a system need, the above shall be determined by the Director and the Board.

APPENDIX C – TEACHING ASSIGNMENT PREFERENCE FORM

1) Name of Teacher: _____

2) A print out from the Ontario College of Teachers website indicating basic and additional qualifications is attached. YES / NO

3) List any AQ courses you are presently taking that are not yet reflected on you OCT certificate:

4) Teaching Preferences* (by subject):

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |

5) Additional Information

I am interested in teaching Alternative/Non-Traditional Programming

I will be on a deferred salary leave of absence for the ___ full school year
 ___ semester 1
 ___ semester 2

I plan to increase my teaching contract – please specify _____

Other _____

* While consideration will be given to your three choices, this is not always possible based on the consideration of needs in the school and enrolment information.

Signature Date

Appendix D - St. Louis Adult Learning & Continuing Education Centres - Department Head Duties/Locations: 2008 – 2009 (as of May 27, 2008)

| | O.S.S Curriculum (_____) ***OECTA member | Co-op / 'School-to-Work' (STW) (_____) ***OECTA member | Guidance (_____) ***OECTA member |
|--|---|---|--|
| Main Location | Kitchener/Cambridge | Kitchener | Kitchener/Cambridge |
| Admin Link | Principal/VP | Principal/VP | Principal/VP |
| Days / Evenings | Occasional evenings | Occasional evenings | Occasional evenings |
| Weekly Hours | 17.5 hours | 17.5 hours | 17.5 hours |
| Number of Weeks per Year (FTE=35h/wk) | 42 weeks per year | 42 weeks per year | 42 weeks per year 42 wks/yr |
| Duties | <p>Coordinate implementation of OSS for:</p> <ul style="list-style-type: none"> -International Languages SSC program -Math, Science, English, Social Science, Business, Computer SSC courses -Correspondence curriculum <p>Liaise with other Department Heads</p> <p>Recommend textbook purchases</p> <p>Recommend software purchases</p> <p>Recommend furniture purchases</p> | <p>Coordinate implementation of OSS for:</p> <ul style="list-style-type: none"> -PSW program -Chef Training program -Hairstyling program -M.O.S.T. program <p>Conduct STW orientation sessions</p> <p>Recruit Co-op placements</p> <p>Liaise with Administration & Program Managers</p> <p>Liaise with other Department Heads</p> <p>Liaise with Community partners</p> | <p>Liaise with Main Office staff</p> <p>Liaise with Administration & Program Managers</p> <p>Liaise with other Department Heads</p> <p>Conduct Department meetings</p> <p>Plan PD for staff</p> <p>Welcome and orient new Guidance staff</p> <p>Create PD resource centre</p> <p>Analyze Department course offerings</p> |

| | | | |
|--|---|---|-------------------------------|
| | Conduct Department meetings Welcome and Orient new SSC staff Plan PD staff Create PD resource centre Analyze Department course offerings Analyze Department Student Success rates Analyze student attrition rates | Liaise with Board Co-op staff Conduct Department meetings Analyze Department course offerings Supervise SSC attendance/behavioural issues at main campus [K] | Recommend furniture purchases |
|--|---|---|-------------------------------|

Appendix E - St. Louis Continuing Education Performance Appraisal For Secondary School Credit Teachers

Process:

- only teachers on the seniority list will participate in the appraisal process
- pre-observation meeting
- classroom observation
- post-observation meeting as soon as possible following observation
- completed summative report, including assignment of overall rating, within 20 school days of classroom observation
- the appraisal process will begin early in a term, but not earlier than one week after the start of the term
- timelines will start and stop based on a teacher’s employment in individual terms
- teachers receive either a “satisfactory” or an “unsatisfactory” rating

Satisfactory Rating:

If a teacher receives a satisfactory rating, there is a discussion of growth opportunities and follow-up for intervening years. The process is complete.

Unsatisfactory Rating:

2nd Appraisal:

If a teacher receives an unsatisfactory rating, an improvement plan is developed by the administrator within 15 school days. A 2nd appraisal occurs within 60 days of the last summative report. OECTA will be notified of an unsatisfactory appraisal.

If the teacher receives a satisfactory rating after the 2nd appraisal, there is a discussion of growth opportunities and follow-up for intervening years. The process is complete.

3rd Appraisal:

If a teacher receives an unsatisfactory rating after the 2nd appraisal, an improvement plan is developed by the administrator within 15 school days. A 3rd appraisal occurs within 120 school days from the time the teacher is notified of the unsatisfactory rating after the 2nd appraisal. OECTA will be notified of an unsatisfactory appraisal.


If the teacher receives a satisfactory rating after the 3rd appraisal, there is a discussion of growth opportunities and follow-up for intervening years. The process is complete.

If the teacher has an unsatisfactory rating after the 3rd appraisal, the Board will consider next steps which may include, but not be limited to, termination, reduced teaching load, further appraisal(s), or development plan.

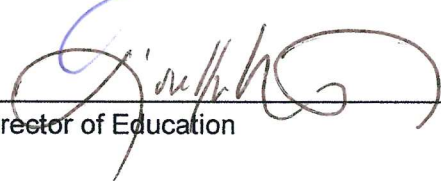
SIGNING PAGE

THIS AGREEMENT signed at KITCHENER on the 1st day of February, 2021

SIGNED on behalf THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD



Superintendent of Human Resource Services

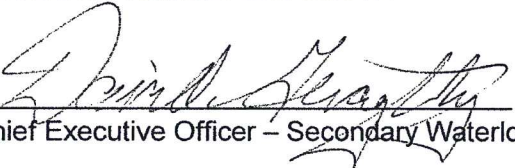


Director of Education

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



President – Waterloo Unit OECTA



Chief Executive Officer – Secondary Waterloo Unit OECTA