PART A – CENTRAL TERMS

AGREEMENT

BETWEEN

THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED "THE BOARD")

- AND -

THE ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION
WELLINGTON LOCAL
(HEREINAFTER CALLED "THE UNION")

SEPTEMBER 1, 2014 TO AUGUST 31, 2017
# Table of Contents

## PART A - CENTRAL TERMS

1. **TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT** .................................. 1
   1.1 Term of Agreement ........................................................................................................ 1
   1.2 Amendment of Terms .................................................................................................... 1
   1.3 Notice to Bargain .......................................................................................................... 1
2. **SALARY, WAGES, ALLOWANCES** ............................................................................. 1
3. **SICK LEAVE/SHORT-TERM LEAVE AND DISABILITY PLAN – PERMANENT TEACHERS** ...... 2
   3.1 Sick Leave Benefit Plan .............................................................................................. 2
   3.2 Sick Leave Days ............................................................................................................. 2
   3.3 Short-Term Leave and Disability Plan (STLDP) ............................................................ 3
   3.4 Teacher Pension Plan Implications ............................................................................. 3
   3.5 Eligibility and Allocation ............................................................................................ 3
   3.6 Short-Term Leave and Disability Plan Top-Up (STLDPT) ............................................. 5
   3.7 Administration .............................................................................................................. 5
   3.8 Long Term Disability (LTD) ........................................................................................ 6
4. **SICK LEAVE/SHORT-TERM DISABILITY PLAN – LONG-TERM OCCASIONAL TEACHERS AND TEACHERS EMPLOYED IN A TERM POSITION** ......................................................... 8
   4.1 Sick Leave Benefit Plan .............................................................................................. 8
   4.2 Sick Leave Days ............................................................................................................. 8
   4.3 Short-Term Leave and Disability Plan (STLDP) ............................................................ 8
   4.4 Teacher Pension Plan Implications ............................................................................. 9
   4.5 Eligibility and Allocation ............................................................................................ 9
   4.6 Administration .............................................................................................................. 10
   4.7 Long Term Disability (LTD) ........................................................................................ 11
5. **RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN** ......................... 13
6. **PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT** ...... 13
   6.3 Diagnostic Assessment ............................................................................................... 14
7. **BENEFITS** .................................................................................................................... 14
8. **EARNED LEAVE PLAN** .............................................................................................. 14
9. **RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS** ................................. 16
10. **RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS** ............... 16
11. **BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)** ................................................ 17
12. **RECALL RIGHTS** ....................................................................................................... 18
13. **WSIB TOP-UP** ......................................................................................................... 18
| 14. | PREGNANCY LEAVE SEB PLAN | 18 |
| 15. | STATUTORY LEAVES OF ABSENCE/SEB | 19 |
| 16. | PAID LEAVES OF ABSENCE | 20 |
| 17. | HIRING PRACTICES | 20 |
| 17.1 | Hiring Practice | 20 |
| 17.1.1 | Seniority | 20 |
| 17.1.2 | The Occasional Teacher Seniority Roster (the "Roster") | 21 |
| 17.1.3 | The Hiring of Occasional Teachers in Long Term Assignments: | 21 |
| 17.1.4 | The Hiring of Occasional Teachers to Permanent Teaching Positions: | 22 |
| 18. | INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT | 23 |
| 19. | ACCESS TO INFORMATION | 24 |
| 20. | CENTRAL DISPUTE RESOLUTION PROCESS | 24 |
| LETTER OF AGREEMENT #1 | | 27 |
| RE: Changes to FTE Status Pilot Project | | 27 |
| Re: RETIREMENT GRATUITIES | | 28 |
| LETTER OF AGREEMENT #3 | | 29 |
| RE: Health and Safety | | 29 |
| LETTER OF AGREEMENT #4 | | 30 |
| RE: Existing Provisions on Utilization of Sick Leave/STLDP Days | | 30 |
| LETTER OF AGREEMENT #5 | | 31 |
| RE: Benefits | | 31 |
| 1. | PRINCIPLES | 31 |
| 2. | GOVERNANCE | 32 |
| 3. | ELIGIBILITY AND COVERAGE | 32 |
| 4. | FUNDING | 33 |
| 5. | SHARED SERVICES | 37 |
| 6. | ACCOUNTABILITY | 38 |
| 7. | TRANSITION COMMITTEE | 39 |
| 8. | ENROLMENT | 39 |
| 9. | Errors and Omissions | 39 |
| 10. | Claims Support | 40 |
| 11. | Privacy | 40 |
| 12. | PAYMENTS | 40 |
| Appendix A – HRIS File | | 41 |
| Appendix B | | 42 |
Table of Contents

PART B - LOCAL TERMS

ARTICLE I - RECOGNITION: ................................................................. 47

ARTICLE II - RIGHTS .................................................................. 47
  2.01 Management Rights ......................................................... 47
  2.02 Teachers Rights ............................................................. 48

ARTICLE III - CONDITIONS OF PROFESSIONAL EDUCATIONAL SERVICE .......................................................................... 48
  3.03 Just Cause ........................................................................ 48
  3.04 Redundancy ..................................................................... 48
  3.05 Teachers Surplus to a Site ............................................. 49
  3.06 Resignation of a Teacher ............................................... 50

ARTICLE IV - PLACEMENT ................................................................. 50
  4.01 Definition of Levels and Placement .......................... 50
  4.02 Experience .................................................................... 50
  4.03 Application .................................................................... 52

ARTICLE V - SALARIES AND ALLOWANCES ................................................................. 53
  5.01 Teachers' Salary Schedule ........................................... 53
  5.02 New Positions .............................................................. 53
  5.03 Coordinator Allowance .................................................... 53
  5.04 Secondary School Activity Coordinator Allowance ........... 54
  5.05 Department Head Allowance ...................................... 54
  5.06 Teacher-In-Charge .......................................................... 54
  5.07 Acting Administrator ....................................................... 56
  5.08 Recognized Post Graduate Degrees ......................... 56

ARTICLE VI - BENEFITS ................................................................. 57
  6.02 Dental Plan ................................................................. 58
  6.03 Extended Health Care .................................................... 58
  6.04 Group Life Insurance Plan ............................................ 59
  6.05 Long Term Disability ..................................................... 60

ARTICLE VII - LEAVE PLANS .................................................................. 60
  7.01 Sick Leave/Short Term Leave and Disability Plan (STLDPP) ........................................... 60
  7.02 Provisions for Sick Leave/Short Term Leave and Disability Plan (STLPDP): ........ 61
  7.03 Bereavement Leave ......................................................... 61
  7.04 Pregnancy/Parental/Adoption Leave ............................... 61
  7.05 Professional Service/Professional Obligations .............. 62
  7.06 Witness/Jury Duty .......................................................... 62
  7.07 Quarantine ..................................................................... 62
  7.08 Miscellaneous Leaves ..................................................... 62
7.09 Teacher Funded Leave Plan ................................................................. 62

ARTICLE VIII - FEDERATION AND COLLEGE OF TEACHERS' FEES ............... 64

ARTICLE IX - GRIEVANCE PROCEDURE ......................................................... 65

9.01 General Application .................................................................................. 65
9.02 Informal Dispute Resolution Process ...................................................... 65
9.03 Grievance Process .................................................................................... 65
9.03.1 Step One .............................................................................................. 66
9.03.2 Step Two .............................................................................................. 66
9.04 Grievance Mediation Stage ....................................................................... 66
9.05 Step Three - Grievance Arbitration Stage ............................................... 66
9.06 Arbitration Provision ................................................................................ 66

ARTICLE X - O.E.C.T.A. RELEASE TIME ....................................................... 67

10.01 Release Time - Association Officers ..................................................... 67
10.02 Chief Negotiator Release ....................................................................... 68

ARTICLE XI - STAFFING .................................................................................. 68

11.01 Elementary and Secondary School Staffing .......................................... 68
11.02 Elementary School Preparation, Planning Time .................................... 68
11.03 Supervision ............................................................................................. 69
11.04 Release Time for Assessment Evaluation and Report Cards .................. 70
11.05 Secondary School Assignment ............................................................. 70
11.06 School Day and School Year .................................................................. 71
11.07 Travel Time ............................................................................................ 71
11.08 School Closure or Opening ..................................................................... 71
11.10 Vacancies, Postings and Transfers ......................................................... 71
11.11 Employment Files .................................................................................. 71
11.12 Assault on a Teacher .............................................................................. 73
11.13 Health and Safety .................................................................................. 73
11.14 Report Cards .......................................................................................... 73
11.15 Staff Meetings ......................................................................................... 73

ARTICLE XII - EMPLOYMENT INSURANCE PREMIUM REDUCTIONS ........... 73

ARTICLE XIII - JOINT PROFESSIONAL DEVELOPMENT COMMITTEE ......... 73

ARTICLE XIV - DURATION AND RENEWAL .............................................. 74

ARTICLE XV - DISTRIBUTION ....................................................................... 74

ARTICLE XVI - PERFORMANCE APPRAISAL AND NEW TEACHER INDUCTION 74

ARTICLE XVII - CRIMINAL RECORDS CHECK .............................................. 75

SALARY SCHEDULE 'A' .................................................................................. 76

LETTER OF UNDERSTANDING - Extra Curricular Activities ......................... 78

LETTER OF UNDERSTANDING - Special Education Program ....................... 78
LETTER OF UNDERSTANDING – Secondary Teachers’ Lunch Period.................................. 78
LETTER OF UNDERSTANDING – SERT To Classroom ..................................................... 78
LETTER OF UNDERSTANDING – School Based Staffing Best Practices......................... 78
LETTER OF UNDERSTANDING – IT Council.................................................................... 79
LETTER OF UNDERSTANDING – Teacher Transfer, Posting and Hiring Process ............ 79
LETTER OF UNDERSTANDING – UnfilledPosted Permanent Positions......................... 79
Part A: CENTRAL TERMS

1. TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

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

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

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

2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2014: 0%
2.1.2 September 1, 2015
   2.1.2.1 Restoration of grid movement
   2.1.2.2 Provisions in collective agreements between OECTA and English language separate district school boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97th day of the school year shall be deemed to be null and void and thereafter, shall not form part of those collective agreements.
   2.1.2.3 Lump Sum Payments

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

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

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

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

2.1.3 September 1, 2016

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

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

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

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

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

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

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

3.4 **Teacher Pension Plan Implications**

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

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

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

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

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

3.5 **Eligibility and Allocation**

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

3.5.3 Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year’s allocation. A new allocation in accordance with paragraphs 3.2 and 3.3 will not be provided to the teacher until s/he has submitted medical clearance (consistent with the requirements of paragraph 3.7) confirming that s/he is able to return to work and a bona fide return to work occurs.

3.5.4 A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph 3.7) confirming s/he is able to return to work and a bona fide return to work occurs, before s/he will be allocated further leave under this Article in the next school year.

3.5.5 A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph 3.7) confirming s/he is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.

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

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

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

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

This top up is calculated as follows:

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

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

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

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

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

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

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

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

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

3.8 Long Term Disability (LTD)

3.8.1 The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
3.8.2 Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

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

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

3.8.6 The school boards shall enroll all teachers, identified in paragraph 3.8.4 above, in the Long-Term Disability Plan in the manner prescribed by the Association.

3.8.7 The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph 3.8.4 above represented by the Association with LTD Claim kits.

3.8.8 The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.

3.8.9 The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph 3.8.8 above unless otherwise agreed to by those school boards and the respective local units of the Association.

3.8.10 The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.

3.8.11 The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in 3.8.9 above.
3.8.12 The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.

3.8.13 School boards shall participate in early intervention programs initiated on behalf of disabled teachers.

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

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

3.8.16 LTD is separate and distinct from STLPD and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLPD 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 (STLPD)
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) STLPD 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) STLPD 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 STLD, unless directed otherwise in writing by the employee/plan member;

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

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

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

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

4.5 Eligibility and Allocation

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

4.5.2 Sick leave and short-term leave and disability plan leave may only be accessed by teachers in the school year in which the allocation was provided. A teacher may use any remaining allocation of sick leave or short-term leave and disability leave in a subsequent term or long-term assignment, provided the assignments occur in the same school year.

4.5.3 Changes to the teacher’s assignment during a school year shall result in an adjustment to allocations, as per 4.2 Sick Leave Days and 4.3 Short-Term Leave and Disability Plan.

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

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

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

4.6 Administration

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

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

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

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

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

4.7 Long Term Disability (LTD)

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

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

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

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

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

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

**4.7.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **4.7.4** above represented by the Association with LTD Claim kits.

**4.7.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.

**4.7.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior, and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **4.7.8** above, unless otherwise agreed to by those school boards and the respective local units of the Association.

**4.7.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.

**4.7.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **4.7.9** above.

**4.7.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.

**4.7.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.

**4.7.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.
4.7.15 School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays one hundred percent (100%) of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

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

5. RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN

5.1 Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the Letter of Agreement #2) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.

5.2 A Teacher eligible for a Sick Leave Credit retirement gratuity in accordance with 5.1 above, may request a payout of his/her gratuity by no later than May 31, 2016. The payout shall be made by August 31, 2016.

5.3 The payout for teachers under the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of 5.1 above based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.

5.4 The payout for teachers who have reached the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of 5.1 above based on a discount rate of two percent (2%).

6. PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

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


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

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

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

7. BENEFITS

7.1 The Parties have agreed to participate in the OECTA ELHT, as set out in the appended Letter of Agreement #5. The date on which the board and the bargaining unit commence participation in the Trust shall be referred to herein as the “Participation Date”.

7.2 In accordance with section 4.1.4 i) of Letter of Agreement #5 the Board will continue to provide benefits in accordance with the existing terms and conditions of the collective agreement related to life, health and dental benefit plans in effect as of August 31, 2014 until the Participation Date. Subsequent to the Participation Date, the board will cease to provide such benefits and the related collective agreement language shall cease to have effect. Notwithstanding the above, the board’s obligation to provide pay in lieu for benefits to daily occasional teachers as per the local collective agreement shall continue.

8. EARNED LEAVE PLAN

8.1 The following program is applicable to all permanent teachers.

8.2 OECTA bargaining units must elect between the following provision and the pre-existing attendance-related earned leave program, but shall not receive benefit under both. Such election shall be resolved prior to ratification of local collective agreements at these boards. If an OECTA bargaining unit elects a pre-existing attendance-related earned leave program, the program shall not be bargained or otherwise changed.

8.3 This program shall not diminish any right or entitlement under any other unpaid leave provision or practice in effect as of August 31, 2014.

8.4 The board will communicate no later than October 15, 2015, the 2014/2015 board average annual rate of permanent teachers’ absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.

8.5 For the 2015-16 school year, each permanent teacher with a rate of absenteeism less than or equal to the greater of: the 2014-15 board average (as calculated in 8.4 above) minus one (1) day; or seven (7) days, shall be provided with one
partially-paid day (PPD) off reimbursed at the occasional teacher rate of pay and access to one voluntary unpaid day leave of absence.

8.6 For each subsequent year, the process outlined in 8.4 and 8.5 above continues with the appropriate adjustment in the school year dates.

8.7 The targets in 8.5 above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.

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

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

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

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

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

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

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

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

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

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

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

8.16.2 The government/employer will be obligated to match these contributions;
8.16.3 The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

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

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

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

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

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

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

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

8.23 Leave days shall not be subject to calendar restrictions.

9. RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

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

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

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

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

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

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

10.4 No member of the bargaining unit shall be adversely affected by being displaced or having their assignment changed as a result of the return, in the year in which the principal or vice-principal returns to the bargaining unit.
11. BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)

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

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

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

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

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

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

11.7 Discussion items and functions shall include but are not limited to:
- Enrolment
- Class size
- Existing staffing model and staff allocation
- Monitoring compliance with respect to Ministry/collective agreement staffing requirements
- Making recommendations on and monitoring the implementation of new programs/initiatives

11.8 The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:
- Information necessary to monitor compliance with staffing requirements
- Financial information that has been publicly approved by the Board
- The number of teachers employed by the school board and changes to the numbers so employed
- Class sizes as at September 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 Critically Ill Child Care Leave

15.1.1 Family Medical Leave or Critically Ill Child Care leaves granted to a teacher under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.

15.1.2 The teacher will provide to the employer such evidence as necessary to prove entitlement under the ESA.

15.1.3 A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

15.1.4 Seniority and experience continue to accrue during such leave(s).

15.1.5 Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher’s share of the benefit premiums, where applicable.

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

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

15.1.8 Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

15.1.9 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

15.1.10 The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

16. **PAID LEAVES OF ABSENCE**

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

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

17. **HIRING PRACTICES**

17.1 **Hiring Practice**

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

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

17.1.1 **Seniority**

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter.
17.1.2 The Occasional Teacher Seniority Roster (the "Roster")

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

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

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

17.1.2.2.2 Teaching experience as a certified teacher in Ontario;

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

17.1.2.3 The Board shall provide the Roster, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the Roster to each teacher worksite by Sept 30th of each school year. The Board shall post the Roster on the OECTA bulletin board at each work site.

17.1.3 The Hiring of Occasional Teachers in Long Term Assignments:

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

17.1.3.1 A Long-Term Occasional Teacher Placement List (the “LTO List”) shall be generated through the following processes:

17.1.3.1.1 Any Occasional Teacher having a minimum of ten (10) working months seniority and having worked a minimum of 20 days in that period from the most recent date of hire, may apply to be interviewed for placement on the LTO List.

17.1.3.1.2 Occasional Teachers who are recommended by the Board following an interview for placement on the LTO List, shall be assigned to the LTO List.

17.1.3.1.3 Following the interview, occasional teachers not placed on the LTO List, who make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

17.1.3.1.4 There shall be a minimum of two (2) interview cycles each year to place Occasional Teachers onto the LTO List. These shall occur in November, and May or as mutually agreed to between the Board and the Association. Where there is mutual agreement between the Board and the Association, the number of interview cycles may be increased.

17.1.3.2 The School Board in which the Long-Term Occasional position is needed will hire, according to Regulation 298, one of five Occasional Teachers from the LTO List who apply and most closely match the following requirements in the following order:

17.1.3.2.1 Supernumerary/Redundant teachers in order of seniority.

17.1.3.2.2 Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the LTO List who holds the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.
17.1.3.2.3 A board shall not offer to any person a LTO assignment of greater than thirty (30) school days unless a notice of the position has been posted on the board’s website for at least three (3) weekdays. Each posting shall be directed to all members of the Roster.

17.1.3.2.4 If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the LTO List, the qualified Occasional Teacher as per 17.1.3.2.2 above.

17.1.3.2.5 In the event that no qualified Occasional Teacher on the LTO List accepts the assignment or there is no qualified Occasional Teacher on the LTO List for the assignment, the Board shall fill the Long Term assignment from the Roster.

17.1.3.2.6 Hire a new teacher who is not on the Roster.

17.1.3.3 LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:

17.1.3.3.1 Without interviewing, the Board shall offer the position to one of the five (5) most senior qualified occasional teachers from the LTO List who are available for the assignment.

17.1.3.3.2 In the event that the chosen occasional teacher identified turns down the assignment, then the Board shall offer the position to another of the five (5) in 17.1.3.3.1 above. If necessary, the Board shall offer the position to each of the five (5), in order to fill the position.

17.1.3.3.3 The process outlined in 17.1.3.3.1 and 17.1.3.3.2 above remains unchanged should there be less than five (5) qualified occasional teachers from the LTO List who are available for the assignment.

17.1.3.3.4 Should the position remain unfilled after the process above, the Board shall repeat the process outlined in 17.1.3.3.1 and 17.1.3.3.2 above, with the next five (5) most senior qualified teachers from the LTO List who are available, until the position is filled.

17.1.3.3.5 If no qualified occasional teachers from the LTO List are available or the position remains unfilled after 17.1.3.3.4 above, the Board shall utilize the same procedure outlined above, relying on the Roster to fill the position.

17.1.3.3.6 If no qualified occasional teachers from the Roster or LTO List are available or the position remains unfilled after 17.1.3.3.5 above, the Board shall then fill the position externally (outside the bargaining unit) without restriction.

17.1.3.3.7 Available occasional teacher shall be defined as an occasional teacher who has not already been assigned to another LTO position during the term of the LTO assignment being filled by this process.

17.1.3.3.8 The Board shall provide all information related to such assignments in accordance with Article 18 - Information Disclosure to the Occasional Teacher Local Unit, as applicable.

17.1.4 The Hiring of Occasional Teachers to Permanent Teaching Positions: Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the LTO List will be hired into permanent teaching positions in the following manner:

17.1.4.1 Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration,
and received a positive evaluation* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;

17.1.4.2 Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the LTO List, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.

17.1.4.3 The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.

17.1.4.4 Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

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

18. INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT

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

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

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

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

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

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

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

18.4.1 The job posting at the time the posting is circulated in the system;
18.4.2 The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
18.4.3 The list of interviewees for LTO positions greater than thirty (30) days and permanent positions, within three (3) weekdays of the closing of the posting;
18.4.4 The name of the successful candidate within three (3) weekdays of the successful applicant being selected;
18.4.5 In boards where the above information in 18.1 through 18.4 is provided more expeditiously, the boards shall continue to do so.

19. ACCESS TO INFORMATION

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

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

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

20. CENTRAL DISPUTE RESOLUTION PROCESS

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

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

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

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

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

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

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

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

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

20.1.4.5 Within five (5) working days of the resolution being reached, it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.

20.1.5 Following ten (10) working days of providing notice as per 20.1.4 above, either central party may refer the dispute to arbitration. The party seeking a decision through final and binding arbitration shall notify the other party and the Crown in right of Ontario, (“the Crown”) in writing of its intent to do so. The parties shall be responsible for notifying their respective constituents.

20.1.6 Within ten (10) working days of receipt of the notification in paragraph 20.1.5, the Association and OCSTA shall exchange, in writing, a statement of fact outlining the particulars of the grievance including a description of the issue and their respective positions with respect to the interpretation, application or administration of the central term or condition in question, and the facts to be relied on. Within five (5) working days of the receipt of written notification pursuant to paragraph 20.1.5, the Crown shall advise the parties in writing of its intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.

20.1.7 Within thirty (30) calendar days of the completion of the hearing, the arbitrator shall render a decision in respect of whether or not there has been a breach of the collective agreement. The arbitrator shall remain seized with respect to remedial issues arising from the breach of the collective agreement.

20.1.8 The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and under subsection 43(5) of the School Boards Collective Bargaining Act, 2014, and the authority to order a remedy consistent with those powers which the arbitrator considers just and appropriate in the circumstances.

20.1.9 It is understood that a hearing may take place after regular business hours, by mutual agreement of the parties, in order to expedite resolution of the matter.

20.1.10 Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.
20.1.11 Within five (5) working days of the decision being rendered it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.

20.1.12 The arbitral costs of resolving any dispute shall be shared equally between OCSTA and the Association and the Crown shall be responsible for its own costs.

20.1.13 Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

20.1.14 All timelines set out in this article may be abridged or extended by mutual consent of the central parties.

20.1.15 For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.
LETTER OF AGREEMENT #1

BETWEEN
The Ontario Catholic School Trustees’ Association
(hereinafter called ‘OCSTA’)
AND
The Ontario English Catholic Teachers’ Association
(hereinafter called the ‘OECTA’)

RE: Changes to FTE Status Pilot Project

Changes in Full-Time Equivalent Status (FTE)

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

1. Increases in FTE Status

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

2. Decreases in FTE Status

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

For purposes of clarity, this provision shall not apply to requests for leaves or part time leaves of absence.
LETTER OF AGREEMENT #2

Re: RETIREMENT GRATUITIES

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

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

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

\( X \) = years of service (as of August 31, 2012)
\( Y \) = accumulated sick days (as of August 31, 2012)
\( Z \) = annual salary (as of August 31, 2012)

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

The Gratuity Wind-Up Payment shall be paid to each teacher by the end of the school year.
LETTER OF AGREEMENT #3

BETWEEN
The Ontario Catholic School Trustees’ Association
(hereinafter called ‘OCSTA’)
AND
The Ontario English Catholic Teachers’ Association
(hereinafter called the ‘OECTA’)

RE: Health and Safety

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

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

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

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

1. The Parties agree to establish a provincial health and safety committee no later than thirty (30) days after ratification of central terms. The committee will be comprised of four (4) representatives from the Ontario Catholic School Trustees’ Association (OCSTA) and four (4) representatives from the Ontario English Catholic Teachers’ Association (OECTA). Each Party will appoint a co-chair from their representatives. The committee will meet no less than four (4) times annually to discuss health and safety matters important to the sector.

2. The committee will identify best practices as they relate to health and safety initiatives.

3. Without limiting the foregoing, the committee will consider the following substantive matters:
   a) Occupational health and safety training, including training for occasional teachers;
   b) The Provincial Model for a Police/School Board Protocol including securing of classrooms as it relates to occasional teachers;
   c) Reporting mechanisms for workplace harassment, discrimination and violence;
   d) Health and safety considerations in high risk areas of the school; and
   e) Any other health and safety matters raised by either party.

4. The committee will create a resource document that identifies and develops effective health and safety practices and promotes these practices to school boards. This resource is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.

5. Without limiting either party’s rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

This letter will remain in force for the life of the collective agreement and any statutory freeze period.
LETTER OF AGREEMENT #4

BETWEEN
The Ontario Catholic School Trustees’ Association
(hereinafter called ‘OCSTA’)
AND
The Ontario English Catholic Teachers’ Association
(hereinafter called the ‘OECTA’)

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

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

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

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

The parties agree that this Letter of Agreement shall be reviewed at the next round of central bargaining.
LETTER OF AGREEMENT #5
BETWEEN
The Ontario Catholic School Trustees’ Association
(hereinafter called ‘OCSTA’)
- and -
The Ontario English Catholic Teachers’ Association
(hereinafter called the ‘OECTA’ or the “Association”)
- and -
The Crown

RE: Benefits

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

Consistent with section 144.1 of the Income Tax Act (Canada), the OECTA, the OCSTA, and the Crown, shall establish an OECTA ELHT, (hereinafter, the “Trust”), to provide benefits to teachers and other education workers in the Province of Ontario. English-language separate district school boards (“Boards”) (as defined in the Education Act, R.S.O 1990 c E.2) may only participate in the Trust, if the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the “ELHT Requirements”). It is intended that the Trust be effective September 1, 2016. The date on which a Board commences participation in the Trust for a group of employees shall be referred to herein as a “Participation Date”. The Trustees, as defined in 2.1.0, shall 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.
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)

_________________________________  ___________
(Signature of Employee)  (Date)

Part 2 – Medical Practitioner – please complete the following

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

_______________________________________________________________

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

☐ Non-occupational illness/injury  ☐ Occupational illness/injury

3. Is he/she receiving treatment:  ☐ Yes  ☐ No

4. Has or will a referral to a specialist been made?  ☐ Yes  ☐ No
   If yes, date of referral: ________________________  
   (dd/mm/yyyy)

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

6. Is the patient able to return to work:  ☐ with accommodation  ☐ without accommodation
   Expected date of return: ________________________  
   (dd/mm/yyyy)
   ☐ unable to return to work at this time

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

Health Care Practitioner Signature: ________________________  
Date Completed: ________________________  dd/mm/yyyy

Health Care Practitioner Name and Address: 

Part 3 and/or 4 need only be completed for a return to work that requires an accommodation.
Part 3 – Medical Practitioner – please complete the following:

**COGNITIVE LIMITATIONS AND/OR RESTRICTIONS** □ 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)

<table>
<thead>
<tr>
<th>Level of Functioning (Please circle which level applies for each task)</th>
<th>LEVEL 1</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
<th>LEVEL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervision Required</td>
<td>needs constant supervision</td>
<td>needs frequent supervision</td>
<td>needs limited supervision</td>
<td>requires no supervision</td>
</tr>
<tr>
<td>Supervision of Others</td>
<td>not able to supervise others</td>
<td>can meet demands of or for occasional supervision</td>
<td>can meet demands of or for regular supervision</td>
<td>can meet demands of full supervision</td>
</tr>
<tr>
<td>Tolerance to Deadlines</td>
<td>cannot deal with deadline pressures</td>
<td>occasionally deal with deadlines</td>
<td>can deal with deadlines that are reoccurring</td>
<td>can deal with strict deadlines</td>
</tr>
<tr>
<td>Attention to Detail</td>
<td>concentration on detail is severely limited</td>
<td>concentrate on detail is limited</td>
<td>can concentrate on details, needs occasional breaks of non detailed work</td>
<td>able to concentrate intensely on detailed work</td>
</tr>
<tr>
<td>Performance of Multiple Tasks</td>
<td>can deal with one task at a time</td>
<td>can handle more than 1 task but requires cues as to when to do task</td>
<td>can handle multiple tasks requires some time management assistance</td>
<td>fully able to handle multiple tasks without difficulty</td>
</tr>
<tr>
<td>Tolerance to External Stimulus</td>
<td>needs quiet, non distracting work environment</td>
<td>can cope with small degree of distraction</td>
<td>can cope with distracting stimuli for portion of day</td>
<td>fully able to cope with multiple stimuli without negative effect</td>
</tr>
<tr>
<td>Ability to Work with Others Cooperatively</td>
<td>tolerates working alone</td>
<td>can tolerate others within vicinity, but needs to perform independent tasks</td>
<td>can work with others cooperatively when required</td>
<td>fully able to work in close cooperation with others</td>
</tr>
<tr>
<td>Confrontational Situations</td>
<td>unable to cope with confrontational situations</td>
<td>can cope with exposure to confrontational situations with back-up available</td>
<td>moderate ability to cope with confrontational situations</td>
<td>able to deal with confrontational situations with tact and control</td>
</tr>
<tr>
<td>Responsibility and Accountability</td>
<td>errors in judgment or attention likely to occur</td>
<td>can exercise a moderate level of responsibility with occasional need for support</td>
<td>can accept responsibility including the responsibility for the safety of others</td>
<td>can accept a high level of responsibility including sensitive situations</td>
</tr>
</tbody>
</table>

**Prognosis** (based on objective assessments)

From the date of this assessment, the above will apply for approximately:

☐ 1-2 weeks ☐ 3-5 weeks ☐ 6-8 weeks ☐ 2-3 months ☐ 4-6 months

☐ 6+ months ☐ Unknown

**Recommendations for work hours and start date:**

☐ Regular full time hours ☐ Modified hours ☐ Graduated hours

Start Date: __________________________________________ (dd/mm/yyyy)

Next appointment date to review Limitations and/or Restrictions: __________________________________________ (dd/mm/yyyy)

Page 3 of 4
**Part 4 - Medical Practitioner** – please complete the following:

**PHYSICAL LIMITATIONS AND/OR RESTRICTIONS**

<table>
<thead>
<tr>
<th>Walking:</th>
<th>Standing:</th>
<th>Sitting:</th>
<th>Lifting from floor to waist:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Full abilities</td>
<td>[ ] Full abilities</td>
<td>[ ] Full abilities</td>
<td>[ ] Full abilities</td>
</tr>
<tr>
<td>[ ] Up to 100 metres</td>
<td>[ ] Up to 15 minutes</td>
<td>[ ] Up to 30 minutes</td>
<td>[ ] Up to 5 kilograms</td>
</tr>
<tr>
<td>[ ] 100 - 200 metres</td>
<td>[ ] 15 - 30 minutes</td>
<td>[ ] 30 minutes - 1 hour</td>
<td>[ ] 5 - 10 kilograms</td>
</tr>
<tr>
<td>[ ] Other (please specify)</td>
<td>[ ] Other (please specify)</td>
<td>[ ] Other (please specify)</td>
<td>[ ] Other (please specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lifting from Waist to Shoulder:</th>
<th>Stair Climbing:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Full abilities</td>
<td>[ ] Full abilities</td>
</tr>
<tr>
<td>[ ] Up to 5 kilograms</td>
<td>[ ] Up to 5 steps</td>
</tr>
<tr>
<td>[ ] 5 - 10 kilograms</td>
<td>[ ] 5 - 10 steps</td>
</tr>
<tr>
<td>[ ] Other (please specify)</td>
<td>[ ] Other (please specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bending/twisting repetitive movement of (please specify):</th>
<th>Work at or above shoulder activity:</th>
<th>Limited pushing / pulling with:</th>
<th>Limited use of hand(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] (please specify)</td>
<td>[ ] (please specify)</td>
<td>Left Arm</td>
<td>Left</td>
</tr>
<tr>
<td>Right Arm</td>
<td>Right</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating motorized Equipment</th>
<th>Environmental Exposure to: (heat, cold, noise)</th>
<th>Chemical exposure to:</th>
<th>Exposure to Vibration:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

**Other (Please describe):**

**Prognosis** - From the date of this assessment, the above will apply for approximately:

- [ ] 1-2 weeks
- [ ] 3-5 weeks
- [ ] 6-8 weeks
- [ ] 2-3 months
- [ ] 4-6 months
- [ ] 6+ months
- [ ] Unknown

**Recommendations for work hours and start date:**

<table>
<thead>
<tr>
<th>Regular full time hours</th>
<th>Modified hours</th>
<th>Graduated hours</th>
<th>Start Date: ________________________ (dd/mm/yyyy)</th>
</tr>
</thead>
</table>

**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 B –LOCAL TERMS

AGREEMENT

BETWEEN

THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER CALLED "THE BOARD")

- AND -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
WELLINGTON LOCAL
(HEREINAFTER CALLED "THE UNION")

SEPTEMBER 1, 2014 TO AUGUST 31, 2017
Part B: LOCAL TERMS
The Wellington Catholic District School Board and the Ontario Catholic Teacher's Association Wellington Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in the publicly funded education.

ARTICLE I - RECOGNITION:

1.01 The Wellington Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association ("OECTA") as the sole and exclusive bargaining agent for every Part X.1 teacher ("teacher"), other than Occasional teachers and Continuing Education teachers as prescribed and defined under the provisions of the Education Act, 1998.

1.02 OECTA recognizes the negotiating committee of the Board as the sole and exclusive bargaining agent of the Wellington Catholic District School Board.

1.03 The terms of this Agreement shall apply to all teachers as defined in Article 1.01 unless specifically provided otherwise.

1.04 The Board recognizes the appointment or the election by the teachers of one or more Association Representative(s) as the representative(s) of OECTA at each school/work site. The Bargaining Unit shall forward a list of Association Representatives to the Board by September 30th of each year.

1.05 This agreement is subject to the provisions of the Education Act, the Ontario Labour Relations Act, and the School Boards Collective Bargaining Act.

ARTICLE II - RIGHTS

2.01 Management Rights

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

a) Hire, transfer, promote, demote, discipline, dismiss or assign duties to or lay off teachers subject to the provisions of this agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.

b) To operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules, policies and regulations to govern teachers. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

c) In compliance with the Safe Schools Act and Regulation 521/01 all new teachers, at the time of hire, are required to provide to the board a current criminal reference check which includes a vulnerable sector screening.

Existing employees must provide to the Board by September 1 of each school year a signed Offence Declaration Form. If the teacher is transferred during the school year, the teacher shall provide the Offence Declaration Form before the transfer is affected.
d) Every provision of this collective agreement shall be construed in such a way as to give full effect to the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act.

Nothing in this collective agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Catholic schools or school trustees under section 93 of the Constitution Act 1867.

2.02 Teachers Rights

The teachers have all the rights and privileges granted by this Collective Agreement and by applicable Federal and Provincial Acts and Regulations.

ARTICLE III - CONDITIONS OF PROFESSIONAL EDUCATIONAL SERVICE

3.01 a) All Teachers shall be assigned a fair allocation of teaching duties.

b) The Board shall prorate all of the assignments of part-time teachers and make every reasonable effort to have the assignments scheduled consecutively.

3.02 Where a Teacher is absent in accordance with this Agreement the Board shall attempt to provide qualified occasional (supply) teachers insofar as possible and appropriate. The Board shall make reasonable effort to ensure that FSL Teachers are replaced by qualified occasional teachers.

3.03 Just Cause

a) No teacher shall be disciplined, demoted or discharged without just cause.

b) A dismissal for denominational cause will not be the subject of a grievance or arbitration.

c) The Board shall provide the teacher with written notice of termination of employment.

d) Such notice shall state the reason(s) for termination.

e) Such notice shall be sent to the teacher's last known address or via hand delivery by the supervisory officer to the teacher.

f) The teacher may invite OECTA Local Representative(s) to attend any meetings with a principal or where appropriate the supervisory officer where the purpose of the meeting is disciplinary, or if the meeting is non-disciplinary, by mutual consent. A Teacher shall receive adequate notice of the purpose(s) for any such meeting.

g) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with article 3.04 of the collective agreement.

3.04 Redundancy

a) In the event that it becomes necessary to reduce the number of teachers employed by the Board because of redundancy, the reduction shall be done in accordance with this Article.
b) Redundant teachers shall be those in excess of staffing requirements as determined by section 170.1 and section 170.2 of the Education Act and its Regulations as amended from time to time or due to changes in programs to be delivered in the upcoming school year, and/or changes in staffing due to funding allocations.

c) Teachers to be declared redundant in accordance with paragraph (b) above will be given thirty (30) days written notice by the Board. Prior to redundancy letters being issued the Director of Education or designate will review with the President of the OECTA Local the list of those teachers who are being declared redundant.

d) Prior to teachers being declared redundant the Board shall reduce its staff complement through normal attrition by voluntary withdrawal of teachers from the bargaining unit.

e) Subject to Article 3.04, 1. b) above, teachers shall be released in reverse order of seniority. Seniority shall be defined as the date of hire in the bargaining unit.

f) Where seniority is equal, the decision as to which teacher shall be retained shall be based on the following in order:

1) total teaching experience with the Board
2) total experience as a qualified teacher
3) higher Category placement
4) by lot

f) According to Article 12.1 Part A, Central Terms a teacher who is released because of redundancy shall have the time period the teacher is placed on a recall list extended from a period of twenty-four (24) months to a period of forty-eight (48) months from the date of termination. If a position becomes available it shall be offered to each teacher qualified for the position in order of seniority. A teacher shall lose recall rights if he/she accepts a permanent teaching position with another board, fails to keep the Board informed of his/her address or refuses to accept a position offered by the Board for which the teacher is qualified and to an assignment that is similar to that which they held prior to being declared redundant.

h) When a program requiring a teacher with restricted qualifications is jeopardized, the teacher of that program shall be given special consideration, unless there is another qualified teacher with higher seniority who is available to fill the position.

i) Where the Board is considering the exemption of any teacher from the provisions of this Article, the executive of the OECTA Local involved shall be so informed. At the request of the Executive, made within two weeks of receipt of the information, a meeting with a Board Committee shall be arranged to discuss the matter. Within two weeks from the date of the meeting, or where no meeting is held, within four weeks from the receipt of the information, the Executive may forward to the Board its comments or recommendations which the Board, before making a final decision, shall consider. Placement on the recall list will not constitute a break in service for seniority purposes.

3.05 Teachers Surplus to a Site

Where a teacher is declared surplus to a site, subject always to the academic needs
of the school, and the need to retain a teacher or teachers with specific qualifications required by the Ministry of Education or under Regulation 298 or by the Ontario College of Teachers' Act the following process shall apply

a) The principal shall ask if any teacher on staff wishes to transfer.

b) If there are no voluntary transfer requests, then the teacher with the least system seniority at the site shall be transferred.

c) In the event of a tie, the teacher retained shall be determined by the following in order:

   i) total teaching experience with the Board
   ii) total experience as a qualified teacher
   iii) qualifications as reflected on the salary grid
   iv) by lot

3.06 Resignation of a Teacher

A teacher who intends to resign from his or her employment with the Board shall provide thirty (30) days prior notice in writing to the Board of his or her intention to resign.

ARTICLE IV - PLACEMENT

4.01 Definition of Levels and Placement

a) Subject to the provisions of this Article, a teacher shall be placed in a salary level in accordance with a Statement of Evaluation issued by the Qualifications Evaluation Council of Ontario (QECO) - Programme 5.

b) In respect to Article 4.01, a), it is the responsibility solely of the teacher to provide the Board with a current Statement of Evaluation.

c) A teacher shall be placed in the salary level which corresponds to the rating category established in the latest acceptable Statement of Evaluation which has been received by the Board in accordance with Article 4.01, a) above. When a Statement has not been received, the teacher shall be placed in A1. Credit for years of experience shall be in accordance with Article 4.02 below. Entitlement to retroactive pay shall be in accordance with Article 4.01, d) below.

d) Any salary change resulting from an initial or a revised Statement of Evaluation shall be made retroactive only to September 1 of the school year in which the Statement has been received by the Board.

e) Teachers entering the profession from a technical field who submit proof of successful completion of Apprenticeship and Certificate of Qualification shall be placed in A3. Upon completion of three (3) additional qualifications courses shall be placed at the next higher category rating.

4.02 Experience

a) Subject to the provisions of this Article, in any school year, a teacher shall be given recognition on the salary grid only for teaching or equivalent experience gained
prior to September 1 of that school year and for which the Board has received proof it considers acceptable.

b) It shall be the responsibility solely of the teacher to provide the Board with acceptable proof of any experience claimed.

c) All teaching experience recognized for pension purposes shall be recognized for salary purposes.

d) Notwithstanding Article 4.02(c) the Board will recognize at the time of hire, teaching experience:

   i) recognized by another Canadian Provincial Jurisdiction.

   - and -

   ii) in an Educational Institution recognized by the Ontario Ministry of Education.

e) Partial years of experience shall be calculated to the nearest tenth. For the purposes of this section, a school year shall be regarded as 194 days.

f) Experience gained through teaching at a winter course or summer school or voluntary service in a Continuing Education course shall not be recognized for placement.

g) Salary changes shall be effective as of September 1 in any year.

h) Related experience is defined as wage earning experience in a technical field in business, industry or commerce, where the skills and knowledge required to perform the work is directly related to the courses taught. It shall not include experience in an apprenticeship program or in any training program.

Equivalent experience is teaching experience as a member of a faculty of an accredited community college or university in Canada.

Related and equivalent experience shall be equated to teacher experience on the grid such that one (1) full year of related or equivalent experience equals up to a maximum of one (1) year on the grid to a total of ten (10) years limited by the maximum of the appropriate salary level.

Related experience or equivalent experience will be considered for who apply in writing to the Director of Education or designate within six (6) weeks of the commencement of employment.

When the request for related or equivalent experience is made, the teacher shall provide the Director of Education, or designate, with supporting documentation that will substantiate the claim.

Upon review of the documentation, the Director or designate, will determine if the request for related or equivalent experience is directly related to the subject(s) for which the teacher holds qualifications and is hired to teach, and, if substantiated, determine the years/months of experience to be granted to the teacher. The teacher shall be notified six (6) weeks after the request has been made.

Related and equivalent experience as of August 31, 2008, for teachers employed
at that date shall continue to be recognized.

If the teacher requesting related or equivalent experience does not agree with the determination, he/she has access to the Grievance Procedure. Related and equivalent experience is a one-time determination for the purpose of initial placement on the grid.

i) Any salary change resulting from the recognition of additional experience shall be made retroactive only to September 1 of the school year in which the Board receives acceptable proof of the experience claimed.

4.03 Application

a) Except as otherwise specifically provided for in the terms of this Agreement, the annual salary of each teacher shall be determined in accordance with the following schedule; payment of any salary not so determined shall constitute a breach of this Agreement.

b) A teacher, who as of September 1, and/or December 31, respectively, has met all the conditions required for a movement to a higher category is entitled to an adjustment on the schedule as of September 1 and/or January 1, respectively, of that school year, provided that the teacher notifies and submits proof to the Board on receipt of change. A change in Category resulting from studies in which the classroom work ends as of September 1 and/or December 31, respectively, (Ontario Institute for Studies in Education classroom work is completed as of September 1 and/or December 31, although assignments and or examinations may be due and/or written after these dates), shall be recognized as of September 1 and/or January 1, respectively, of that school year, on submission of proof that the work has been successfully completed.

c) Unless legally permitted to do so, the Board may not withhold part or all of a teacher's salary. A teacher shall not accept any payment of salary and/or allowance to which he/she is not legally entitled.

Pay Days

d) Members shall be paid their annual salary in accordance with the following schedule:

   i) 3.846% on the second Tuesday following the start of the regular school year calendar;

   ii) the next 25 instalments at 3.846% of their annual salary on every second Tuesday, commencing the fourth Tuesday in September;

   iii) if any of the pay dates specified above falls on a banking holiday, the pay will be deposited on the last working day prior to the banking holiday on which the pay date falls;

   iv) members whose employment terminates will receive their final pay on the first payroll date, as is practicable following termination;

   v) Only those teachers employed as of June 30, 2008 and who currently invoke this provision, will be entitled to continue to receive the lump-sum payment option. The teacher may withdraw from the lump-sum option at any time, but will not be able to opt back-in.
e) Unless otherwise expressly agreed, a teacher is entitled to be paid his/her salary in the proportion that the total number of days during which he/she teaches bears to the whole number of teaching days in the year.

f) Where a teacher is absent and such absence without loss of salary is not authorized by legislation, regulation, Board policy or this Agreement, the teacher's salary shall be reduced at a per diem rate of 1/194 of gross salary, including any allowances.

g) As soon as practical following the effective date of this Agreement and following the effective date of any revised salary grid, the Board shall issue to each teacher a statement showing the calculation of the gross salary of the teacher and information on which the calculation is based. The statement shall also include a summary of the employee benefit plans in which the teacher is registered. The teacher shall have a period of twenty one (21) days for review. It shall be the responsibility of the teacher to examine the statement in detail, to certify its correctness or, if necessary, to obtain a revised statement from the Board, failing which the statement is deemed correct and the teacher will have no claim for retroactive pay as a result of an incorrect statement.

ARTICLE V - SALARIES AND ALLOWANCES
Salaries and allowances shall be in accordance with Part A, Central Terms, Article 2 of the Collective Agreement and as follows:

5.01 Teachers' Salary Schedule

See Salary Schedule A.

5.02 New Positions

Where the Board creates and defines a new teaching position to be filled by a member of the bargaining unit who comes within the scope of this Agreement, the Board shall consult with OECTA prior to advertising the position. The Board shall establish the title, initial salary with any allowance deemed appropriate, advertise, and make an appointment. The salary and, if applicable, the allowance for the position shall be negotiated with the bargaining unit, within the normal time frame, at the next regular set of negotiations in accordance with Article 1.01.

5.03 Coordinator Allowance

Effective September 1, 2014
The Board shall pay an allowance of $5,853 to Coordinators in addition to grid salary.

Effective September 1, 2015
The Board shall pay an allowance of $5,853 to Coordinators in addition to grid salary.

Effective September 1, 2016 (1% increase)
The Board shall pay an allowance of $5,912 to Coordinators in addition to grid salary.

Effective February 3, 2017 (0.5% increase)
The Board shall pay an allowance of $5,942 to Coordinators in addition to grid salary.

5.04 Secondary School Activity Coordinator Allowance

Effective September 1, 2014
The board shall pay an allowance of $4,428 to Secondary School Activity Coordinators in addition to grid salary.

Effective September 1, 2015
The board shall pay an allowance of $4,428 to Secondary School Activity Coordinators in addition to grid salary.

Effective September 1, 2016 (1% increase)
The board shall pay an allowance of $4,472 to Secondary School Activity Coordinators in addition to grid salary.

Effective February 3, 2017 (0.5% increase)
The board shall pay an allowance of $4,494 to Secondary School Activity Coordinators in addition to grid salary.

5.05 Department Head Allowance

Effective September 1, 2014
The Board shall pay an allowance of $4,428 to Department Heads in addition to grid salary.

Effective September 1, 2015
The Board shall pay an allowance of $4,428 to Department Heads in addition to grid salary.

Effective September 1, 2016 (1% increase)
The Board shall pay an allowance of $4,472 to Department Heads in addition to grid salary.

Effective February 3, 2017 (0.5% increase)
The Board shall pay an allowance of $4,494 to Department Heads in addition to grid salary.

5.06 Teacher-In-Charge

i) The parties recognize that from time to time school administrators (Principal/Vice-Principal) may be absent temporarily from their duties. In accordance with the Education Act S. 300.1(1) and the Ministry of Education’s Policy and Program Memorandum 145, a principal of a school may delegate limited authority to a Teacher-in-Charge assigned to the school to carry out the requirements outlined under the Act. By June 15 of each year: school principals shall invite all teachers to express interest in the role of teacher-in-charge for the following school year. Teachers to be designated shall be determined by the principal by the end of the school year.

ii) No teacher shall be assigned without his/her consent.

iii) A teacher-in-charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.
iv) When the principal is absent the teacher-in-charge shall be in charge of the school and perform such administrative duties as assigned by the principal from time to time.

v) The teacher-in-charge shall not participate in evaluation or disciplining of teachers, including occasional teachers, or any other Board employees in the school.

vi) The teacher-in-charge shall be provided with the emergency contact numbers of the principal, vice-principal and superintendent. The administrators shall be available through this contact number while there is no administrator in the school.

vii) The services of a teacher-in-charge may only be called upon when the school administrator(s) (principal/vice-principal(s)) are absent from the school.

viii) When the teacher-in-charge is a "classroom teacher", they shall be replaced with an occasional teacher if the Principal is absent for a one-half (1/2) day or greater. Replacement of "non-classroom" teachers shall be at the discretion of the Principal in consultation with the teacher-in-charge. When the administrator is absent for two (2) or more consecutive days, the teacher-in-charge may request an occasional teacher replacement.

ix) The teacher-in-charge must be informed immediately, normally by the principal, prior to an absence of the administrator in the school.

x) Teachers-in-charge shall receive at least one-half (1/2) day of in-service on a school day no later than November 30th.

xi) In all schools the teacher-in-charge shall be paid an allowance per school year equal to:

<table>
<thead>
<tr>
<th></th>
<th>Allowance Effective September 1, 2014</th>
<th>Allowance Effective September 1, 2015</th>
<th>Allowance Effective September 1, 2016 (1% increase)</th>
<th>Allowance Effective February 3, 2017 (0.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools under 300 Students and schools with a Full-time Vice Principal:</td>
<td>$844.13</td>
<td>$844.13</td>
<td>$852.57</td>
<td>$856.83</td>
</tr>
<tr>
<td>Schools 301-400 Students:</td>
<td>$900.41</td>
<td>$900.41</td>
<td>$909.41</td>
<td>$913.96</td>
</tr>
<tr>
<td>Schools in excess 401 Students:</td>
<td>$956.68</td>
<td>$956.68</td>
<td>$966.25</td>
<td>$971.08</td>
</tr>
</tbody>
</table>

xii) Subject to sub-article xiii) below, a Teacher-in-charge shall not be assigned for more than the following days:

- Schools under 300 students and schools with a Full-time Vice-Principal: 8 days
- Schools 301-400 students: 9 days
- Schools in excess 401 students: 10 days
Such days may be allocated in no less than half-day blocks.

xiii) For each assigned half-day beyond those stated in 5.05 xii) or in the case(s) where another teacher performs the duties of the Teacher in Charge in lieu of the appointed one; an additional allowance shall be paid as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective September 1, 2014</td>
<td>$28.14</td>
</tr>
<tr>
<td>Effective September 1, 2015</td>
<td>$28.14</td>
</tr>
<tr>
<td>Effective September 1, 2016</td>
<td>$28.42</td>
</tr>
<tr>
<td>Effective February 3, 2017</td>
<td>$28.56</td>
</tr>
</tbody>
</table>

xiv) The Board assumes all liability associated with the delegation of limited authority to a Teacher-in-Charge.

5.07 **Acting Administrator**

i) The Board may assign to a qualified teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period of time not to exceed forty (40) consecutive school days. However, in the case of a pregnancy/parental leave or a Board approved leave of absence including a long term medical leave this period can be for the balance of the school year in which the assignment is made.

ii) Any extension of this period shall be by mutual consent of the Board and OECTA.

iii) No teacher shall be assigned without his/her consent.

iv) Acceptance by the teacher of such duties on a temporary basis shall not interrupt the teacher’s accumulation of seniority rights or credit for experience under the provisions of this agreement or his/her membership in the Union.

v) All provisions of the collective agreement shall apply to the teacher during the term of the assignment.

vi) The assigned teacher shall not participate in the evaluation of teachers.

vii) An assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

viii) The Acting Administrator shall be compensated at the daily rate applicable for the position.

5.08 **Recognized Post Graduate Degrees**

A recognized post-graduate degree (to a maximum of one) not used for placement as per Article 5.01 shall receive a reimbursement of $792. Only those teachers paid under Article 5.01 are eligible to receive the annual reimbursement. A post-graduate degree is a degree at the Master or Doctorate level.
ARTICLE VI – BENEFITS

Shall be in accordance with Part A, Central Terms, Article 7 of this Collective Agreement and as follows:

The parties have agreed to participate in a Provincial Benefit Trust. The Board will continue to provide benefits in accordance with the existing plan until the employees’ participation date in the Trust.

6.01 a) In any calendar year, the Board shall pay 95% of the costs of the premiums in effect on the first day of September of that year for Sun Life Extended Health Care Plan, Sun Life Semi-Private Hospital Care Plan, Sun Life Group Life Insurance Plan and Sun Life Dental Plan for eligible full-time teachers and their dependents. For eligible teachers who work less than full-time, the Board’s contribution shall be that percentage of the contribution paid on behalf of full-time teachers which is equal to the percentage of full-time which the teachers work.

The teacher shall pay the remaining costs.

b) Teachers who work less than half time shall not be eligible to participate in employee benefit plans.

c) The Board will remit the monthly premium to an insurer for Extended Health Care Plan, Semi-Private Hospital Care Plan, Group Life Insurance Plan, or any other agency as the case may be on behalf of its eligible employees (and their eligible dependents when required) to provide the benefits hereinafter specified.

Upon so doing, the Board shall be relieved of any liability to any employee and/or dependent with respect to such benefit(s). The monthly premium that the Board agrees to remit shall be obtained by deducting from the pay of each eligible employee each month the employee’s share as established in Article 6.01 a) of the required premium for each benefit provided including arrears. The Board also agrees to pay the balance of such premiums each month that is required in order to provide the said benefits.

d) The Board shall ensure that a comprehensive statement on all medical plans are available to teachers on the provider’s website.

e) It shall be the responsibility of the teacher to assure the deduction(s) being made corresponds with the coverage, which the teacher has authorized and which corresponds with his or her marital and family status.

f) During an unpaid leave of absence the full costs of any Plan are borne by the teacher. The Long Term Disability Plan is available and compulsory during the statutory portion of a Pregnancy/Parental Leave but is not available at other times, subject to the terms identified in article 6.05. All other compulsory plans continue to be available and compulsory unless exemptions can be obtained on the usual conditions. Arrangements for continued participation can be made through the Administration office and should be made before the leave begins.

g) Notwithstanding Article 6.01 to Article 6.05, the Board may arrange with any carrier to provide employee benefits provided that the benefits or coverage are not less than those specified in Article 6.01 to Article 6.05.

h) The parties agree that the group benefits booklet does not form a part of the
terms of this collective agreement. Teachers should refer to their group benefits booklet for information on positive enrolment/coordination of benefits.

Teachers who work beyond the age of 65 shall be entitled to benefits subject to the same terms and conditions of the benefit plan outlined in Article VI with the exception of long term disability and group life insurance.

6.02 Dental Plan

Shall be in accordance with Part A, Central Terms, Article 7 of this Collective Agreement and as follows:

The parties have agreed to participate in a Provincial Benefit Trust. The Board will continue to provide benefits in accordance with the existing plan until the employees’ participation date in the Trust.

The current dental plan will include:

1) Level I and Level II unlimited basic plan (restorative and periodontics - endodontics)

2) Level III (major restorative plan, crowns, bridges and dentures) at 50% co-insurance with $1,750 annual maximum

3) Level IV (dependent orthodontia up to and including age 19) at 50% co-insurance with $1,750 lifetime maximum. The Board shall pay 50% of the cost of the premium of this level.

4) The Dental Plan will include 9 months recall on regular examinations and cleaning. Periodontal scaling (8 units per benefit year).

The plan covers the dental procedures up to the level of the Provincial Dental Association fee guide subject to any co-insurance factor.

The dental plan is based on two (2) years less than the current Ontario Dental Association (ODA) fee guide.

Dental procedures and codes covered by the Plan are to be contained in the employee group benefits booklet, Dental Plan section.

6.03 Extended Health Care

Shall be in accordance with Part A, Central Terms, Article 7 of this Collective Agreement and as follows:

The parties have agreed to participate in a Provincial Benefit Trust. The Board will continue to provide benefits in accordance with the existing plan until the employees’ participation date in the Trust.

a) Pay Direct Prescription Drug Card

The plan will require a $2.00 per prescription fee at the time of purchase and will cover prescription drugs which legally require a prescription.

Upon submission of positive enrolment/coordination of benefits enrolment form, the teacher will be issued one pay direct prescription drug card for SINGLE Extended Health Benefits Coverage and two cards (identifying dependents) for FAMILY Extended Health Benefits Coverage unless the teacher is coordinating
benefits with a spouse. (See positive enrolment/coordination of benefits section of your group benefits booklet.)

Prescription drugs, which have a generic equivalent, will be reimbursed based on the lowest cost generic available. If, for medical reasons, the prescribing physician writes "no substitution", the plan will pay for that brand name drug.

b) Private/Semi-Private Hospital Coverage

Semi-private hospital coverage will be provided from the first (1st) day of hospitalization of a member or eligible dependent.

c) Private Duty Nursing

Private Duty Nursing services will be limited to $25,000 maximum every 3 years per insured.

d) Medi-Passport Travel Card

A Med-e-meg travel emergency assistance card provides 1-800 24-hour emergency travel assistance for out of Province coverage, limited to 60 days.

e) Vision Care

Optical expenses benefits to include the cost of eyeglasses (or contacts) and/or laser eye surgery for the insured teacher and each of the insured teacher's spouse and dependents, at $300 per individual, per 24-month period.

Where applicable refer to your employee group benefits booklet, Extended Health Care section or the provider website detailing additional eligible expenses covered by this Plan.

f) Paramedical Services

i) Paramedical coverage including licensed massage therapist (when ordered by a doctor), naturopath, acupuncturist, social worker, osteopath, chiropractors, podiatrists, and chiropodists.

Such coverage shall be up to a maximum of eighty-five dollars ($85) per visit to a maximum of $800 per family (limited to $400 per person) in a benefit year for the combined categories of paramedical specialists listed above. Licensed osteopaths, chiropractors, podiatrists or chiropodists, includes a maximum of one x-ray examination per specialty each benefit year.

ii) Paramedical coverage for a Registered Dietician/nutritionist up to a maximum of eighty-five dollars ($85) per visit to a combined maximum of $800 per family (limited to $400 per person) in a benefit year.

6.04 Group Life Insurance Plan

Shall be in accordance with Part A, Central Terms, Article 7 of this Collective Agreement and as follows:

The parties have agreed to participate in a Provincial Benefit Trust. The Board will continue to provide benefits in accordance with the existing plan until the employees’ participation date in the Trust.
a) A Group Term Life Insurance Plan, to age 65, is provided and is a condition of employment.

b) Teachers may elect one of the following:

   i) 1X Annual Salary to the next higher $1000
   ii) 2X Annual Salary to the next higher $1000
   iii) 3X Annual Salary to the next higher $1000

The insurer may require medical evidence of insurability.

The Board pays 95% of the cost of the premiums for coverage up to twice annual salary. For coverage beyond that, the teacher pays 100% of the premium costs.

c) Evidence of insurability may be required if a teacher changes class after he or she becomes eligible for insurance and such changes will be effective at the commencement of the new benefit year (September 1).

d) The Board’s share is pro-rated for part-time teachers on coverage up to twice-annual salary

6.05 Long Term Disability

Shall be in accordance with Part A, Central Terms, Article 3.8 of this Collective Agreement and as follows:

The parties have agreed to participate in a Provincial Benefit Trust. The Board will continue to provide benefits in accordance with the existing plan until the employees’ participation date in the Trust.

The Board shall administer the Long-Term Disability Plan with 100% of the premium costs paid by participating teachers.

Details regarding Long-Term Disability benefits are available in the Benefit booklet.

ARTICLE VII - LEAVE PLANS

Shall be in accordance with Part A, Central Terms, Article 3 of this Collective Agreement and as follows:

7.01 Sick Leave/Short Term Leave and Disability Plan (STLDP)

GENERAL

1. A sick leave plan will be established for every teacher employed by the Board subject to the provisions of the collective labour agreement and subject to the final authority of the Board. The administration of the plan shall be vested in the Director of Education or designate.

2. In the event the teacher receives payment for loss of salary from a third party, resulting from an accident or illness, the teacher shall be required to repay to the Board the amount of money received as a result of the Sick Leave Plan up to the amount received from the third party.

   Any period of absence, which was deducted from the teacher’s accumulated
sick leave credit because of such accident or illness, shall be restored by the equivalent number of days in such third party payment.

7.02 Provisions for Sick Leave/Short Term Leave and Disability Plan (STLDP):
Shall be in accordance with Part A, Central Terms, Article 3 of this Collective Agreement and as follows:

1. a) Every teacher who is absent because of sickness shall notify his/her principal or the Board office of his/her absence and of the probable date of return.

b) The Board may require a teacher to submit a certificate from a qualified medical or dental practitioner to justify an absence, due to illness in accordance with Part A, Central Terms, Article 3.7 of this Collective Agreement.

c) The certificate from a qualified medical or dental practitioner described in 7.02(2) (b) above, shall be in the form supplied to the teacher by the Board. The teacher shall take the form to the medical practitioner of his/her choice.

The Board shall grant leave of absence, without loss of salary or deduction from sick leave credit, in the following circumstances:

7.03 Bereavement Leave

i) Leave of absence without loss of pay or reduction of sick leave shall be granted to a maximum of five (5) working days at time of death in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending at the funeral. Immediate member of the family shall mean: spouse, parent, parent-in-law, brother, sister, or child.

With the prior approval of the Director of Education or designate a teacher may be allowed the use of up to two (2) of these days to be taken after the time of death to deal with estate administration issues.

ii) Leave of absence without loss of pay or deduction of sick leave shall be granted to a teacher to a maximum of two (2) working days, to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild.

iii) Leave of absence, without loss of pay or deduction of sick leave, shall be granted to a teacher to a maximum of one day to attend the funeral of a relative not specified in Article 7.03 (i) and (ii).

iv) At the discretion of the Director or designate, a teacher may be granted up to two (2) additional days without pay, to meet the exigencies of distance, special circumstance or for persons not listed above.

7.04 Pregnancy/Parental/Adoption Leave
Pregnancy/Parental Leave/Adoption/Family Medical Leave shall be in accordance with Part A, Central Terms, Article 14 of this Collective Agreement and as follows:

i) The Board shall provide Pregnancy/Parental and Adoption leaves and sickness benefits according to the current Provincial Employment Standards Act.

ii) Where sufficient sick leave credits are unavailable the Board shall pay the difference between the teacher’s current sick leave balance up to a maximum of ten (10) days (the EI waiting period).
iii) For a maximum of two (2) days for the birth or adoption of a child, where the teacher is absent for needs directly related thereto.

7.05 Professional Service/Professional Obligations

For up to five (5) days per school year for the following professional purposes:

(1) to write, but not prepare for, examinations which will improve professional or academic qualifications;

(2) to attend, as a properly approved representative, a meeting of O.E.C.T.A., or O.T.F.;

(3) to take part in any activity which, in the opinion of the Director, has sufficient professional value for the teacher and the Board.

7.06 Witness/Jury Duty

Where a teacher is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a witness in which the teacher is not a party to the proceeding. Any conduct money received by the teacher to appear as a witness will be given to the Board.

7.07 Quarantine

Where a teacher is entitled to salary despite absence from duty in the case, where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the Medical Officer of Health from attending upon his or her duties.

7.08 Miscellaneous Leaves

*Shall be in accordance with Part A, Central Terms, Article 16 of this Collective Agreement and as follows:*

(i) With the prior approval of the Director of Education or designate, a teacher may be granted a leave of absence with pay for the limited purpose of dealing with a serious or immediate health problem of a parent, brother, sister, spouse, son, daughter, parent-in-law.

(ii) In the case of illness of a teacher's spouse, son, daughter, or parents, which requires the teacher's personal attention, or for the purpose of a specialized appointment that cannot be scheduled outside of regular working hours, the teacher shall be granted time off with pay, to a maximum of two (2) days. Time off in excess of two (2) days will require the approval of the Director or designate as outlined in (i) above.

(iii) A teacher may be granted a one (1) day leave of absence with pay to attend the graduation of a spouse, child or parent from university or college.

7.09 Teacher Funded Leave Plan

a) The parties agree to establish a Teacher-Funded Leave Plan through which a teacher may save money and use the savings to finance a year of leave during the final year of the chosen Plan. The plan will be operated in accordance with this Article.
b) Participation in the Plan may begin at the beginning of the term/year. The leave will begin in the first term/year or third term/year of a 3rd year of a three term/year plan, the 4th term/year of a 4 term/year plan or the 5th term/year of a 5 term/year plan.

c) Any teacher with three or more years of seniority with the Board may apply to participate in the Plan. The application, in writing, must be received by the Director three (3) months prior to participation in the plan. The application shall include the teacher's estimate of the value of the leave to the system.

d) The Board will determine the number of applications, which may be approved in any year.

e) The Board may accept or reject any application on the basis of the Board's estimate of the effect of approval upon the system.

f) The Board will reply to any application within two months following receipt and will specify its reasons in cases of refusal. No leave shall be unreasonably denied.

g) Each teacher permitted to participate in the Plan shall enter into an Agreement with the Board. The Agreement shall contain the following terms:

\[ X = \text{time worked} \quad Y = \text{total time in the plan} \]

1) While participating in the plan, the teacher shall be paid \( X / Y \) of the salary and allowances to which he/she would otherwise be entitled.

2) The remainder shall be retained by the Board and shall be accumulated with interest.

3) Income tax, E.I. and C.P.P. deductions shall be calculated based only on \( X / Y \) earnings paid to the teacher. Pension Plan contributions and teacher benefit deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan.

4) A statement of the status of a participating teacher's account shall be given to the teacher at the beginning of each term/year of the plan.

5) The leave will begin in the final term/year of participation in the Plan. Subject to (6) below, on that date, the Board shall pay to the teacher the funds, with accumulated interest, less amounts withheld to cover the full cost of employee benefit plans, statutory and other necessary deductions.

6) At the request of the teacher received on or before a month preceding the plan, the Board shall pay to the teacher following the commencement of their leave the appropriate accumulated funds. Deductions will be pro-rated appropriately.

7) The Executive of the OECTA Local involved will, prior to the commencement of the leave, assure the Board that the teacher is fully aware of tax, pension and employee benefit plan implications.

8) During the leave, the teacher will retain his/her seniority but will not gain in experience for salary purposes. The teacher shall not be entitled to sick leave or have access to accumulated sick leave credit.
9) A teacher may withdraw from the Plan in the following circumstances:
   a) at any time with the consent of the Board.
   b) at the end of any year provided the Board has not engaged a replacement.
   c) at any time when the teacher's position with the Board is terminated for any reason.

10) If the Board is unable to find a replacement, that is acceptable, a leave may be deferred for a maximum of two years. If an acceptable replacement is still not found, the teacher shall withdraw from the Plan.

11) If, in the opinion of the Board, the good of the system requires it, any participating teacher may be required to withdraw from the Plan at any time.

12) Where a teacher withdraws from the Plan, all retained funds, with accumulated interest, shall be paid to the teacher within sixty days. If the teacher dies, the funds, with accumulated interest, shall be paid to the teacher’s estate.

13) Subject to Article 3.06 in the Board-Teacher Agreement and in Board policies, upon return from a leave, in a position similar to that which the teacher held before the leave. For a teacher who was in a position of responsibility, a similar position shall be any position, which carried the same title.

14) The teacher shall accept full responsibility for any problems, which might arise, through participation in the plan, with Revenue Canada, the Ontario Teacher Pension Plan Board or the carriers of any employee benefit plan.

15) At the time of withdrawal of funds from the Plan, the Board will withhold $300.00 to cover administrative costs, unless the Board has withheld the leave.

16) The OECTA Local shall reimburse the Board for any loss of grant revenue, which might result from the operation of the Plan.

**ARTICLE VIII - FEDERATION AND COLLEGE OF TEACHERS' FEES**

8.01 a) Federation Fees shall be deducted in equal instalments from each pay and the Board shall remit the amount to the OECTA Provincial Secretary-Treasurer. For the purpose of this Article "Federation Fees" shall have the same meaning as under Section 47 (2) of the Ontario Labour Relations Act. OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

b) College of Teacher fees as required under the provisions of the College of Teachers' Act and its Regulations will be deducted by the Board in two (2) equal instalments in the month of January and will be submitted by the Board to the College of Teachers.
c) It is the sole responsibility of a teacher who is on a leave of absence to remit College of Teacher fees as required under the provisions of the College of Teachers’ Act and its Regulations during the period of the leave. The Board will advise the teacher of this in the letter to the teacher approving the leave of absence.

**ARTICLE IX - GRIEVANCE PROCEDURE**

9.01 General Application

a) A grievance is defined as any dispute between the parties, which relates to the interpretation, application, administration or alleged contravention of this Collective Agreement.

b) The time limits in this Article are mandatory except as noted throughout Article 9.

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

d) A grievance brought by the Board or the Association, as an entity, shall be filed at Step 2 of the Grievance Process and proceed as prescribed thereafter.

e) A grievance, to be acceptable under this Agreement must be timely, must be in writing, make reference to the article(s) violated and be signed by the member(s). It must contain a precise statement of the facts relied upon and must contain a statement of the remedy sought.

f) In no case shall a grievance be commenced later than 30 school days following the events giving rise to the grievance becoming known to the griever.

9.02 Informal Dispute Resolution Process

a) Within ten (10) school days of the incident giving rise to the dispute or within ten (10) school days of reasonably becoming aware of the incident, a member(s) of the OECTA Local shall identify the nature of the dispute to the principal or to his/her immediate supervisor.

b) The Principal or supervisor shall respond verbally or in writing, as appropriate, to the member(s), their proposed resolution of the dispute within ten (10) school days of having been presented the dispute in (a) above.

c) In the event that the member(s) is not satisfied with the proposed resolution they may, within ten (10) school days, submit a written grievance in the format as outlined in 9.01 (e).

9.03 Grievance Process

Any grievance not processed within the time limits specified in this Grievance Procedure or in accordance with the arbitration provisions specified below shall be deemed to have been settled and ineligible for such arbitration. No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure. Both parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.
9.03.1 **Step One**

a) Within five (5) school days of the receipt of the grievance, the Superintendent of Human Resources or designate shall arrange a meeting(s) with the Association Representative(s) to seek a mutual resolution to the dispute.

b) The Superintendent of Human Resources or designate will give a written response of the disputed allegations to the member and the Association Representative(s) within five (5) school days of the meeting(s) held to resolve the dispute at this stage.

c) If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Two.

9.03.2 **Step Two**

a) The Director of Education or designate shall arrange a meeting(s) with the Association Representative(s) within five (5) days to attempt to settle the grievance. The member may attend the meeting between the Association Representative(s) and a Board representative(s).

b) The Board shall have five (5) school days in which to make a written reply.

c) If the parties fail to meet in the time permitted for the meeting or failing settlement following the meeting and the time permitted for a reply, the matter may be processed to Step Three.

9.04 **Grievance Mediation Stage**

a) The parties may, on mutual agreement, request the assistance of a mediator.

b) The costs of Grievance Mediation Services will be borne equally by the parties with the costs of representatives of each party to the mediation process borne entirely by that party.

b) Timelines shall be suspended for the period of mediation.

9.05 **Step Three - Grievance Arbitration Stage**

In the event that the dispute remains unresolved following Step Two, either party may, within ten (10) school days provide written notification to the other party that it has referred the matter to arbitration.

9.06 **Arbitration Provision**

a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged contravention of this agreement, including any question as to whether a matter is arbitral, either of the parties may, within ten (10) school days after the grievance procedure established by this agreement has been exhausted, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties have five (5) days to select a single arbitrator following receipt of notice.

b) Where a single arbitrator has not been named under (a) the party initiating the grievance will send a notice containing the name of its appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected
shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair.

c) If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

d) The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority decision of the chair governs.

e) The time limits provided under this collective agreement for the taking of steps in the grievance or arbitration procedure shall be subject to subsection 48(16) of the Labour Relations Act.

f) The time limits provided under this collective agreement for the taking to steps in the grievance or arbitration procedure may be extended on a case-by-case basis by written consent of the parties.

g) Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Labour Relations Act, 1995.

h) The Single Arbitrator or the Arbitration Board established as above shall decide the grievance submitted to it, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this Agreement, nor make any decision inconsistent therewith.

ARTICLE X - O.E.C.T.A. RELEASE TIME

10.01 Release Time - Association Officers

1. Upon written request of the Association Executive, the Board shall grant a leave of absence from educational duties for one or more school years for the President and other release officers of the local Association Unit as prescribed in the Unit and Association bylaws.

2. All salary, allowances and benefits shall be paid by the Board to the Association Officers during the period of leave in a manner consistent with the Collective agreement.

3. Salary and benefits will be pro-rated so that the amount of time spent in teaching duties will be paid by the Board and the amount spent in unit duties will be paid by the provincial O.E.C.T.A. respectively or as mutually agreed to by the Association and the Board. The Board also agrees to pay additional allowances approved by the association, subject to reimbursement by the local and/or provincial.

4. Salary and benefits shall be administered by the Board through the personnel payroll process.

5. Seniority, experience and sick leave credits shall continue to accumulate during the leave.

6. In the event that an approved Unit Officer is unable to perform his/her duties, the Unit may appoint another teacher as Interim Unit Officer until that Officer is able to return to his/her duties. The Board shall grant a leave to the teacher named by the
Association as Interim Officer during the period of the appointment as per sections 1-5 above.

7. Upon completion of the term of office, the release officer shall be placed in a teaching position of the same percentage and status, so long as the teacher’s previous position of responsibility continues to exist, as in the year immediately preceding assumption of the officer’s role.

10.02 Chief Negotiator Release

The Board agrees to the principle of release time for the Chief Negotiator. The amount of such release time and the return to a teaching assignment will be mutually agreed to by the President of the respective Unit and the Director. The Unit will pay the salary and the Board the benefits of said individual.

ARTICLE XI - STAFFING

Shall be in accordance with Part A, Central Terms, Article 11 of this Collective Agreement and as follows:

11.01 Elementary and Secondary School Staffing

a) The Board will staff the elementary and secondary schools in the school system subject to its financial ability, the availability of qualified and acceptable staff and the availability of classroom space as approved by the Ministry of Education and as required under the Education Act, and its related Regulations as might be amended from time to time, in consultation with the Joint Staffing Committee.

b) There shall be established a Joint Staffing Committee (the "Committee") composed of three (3) representatives of the Teachers appointed by the union and three (3) representatives of the Board.

The functions of the Committee shall be:

i) to review and discuss the existing staffing model and staff allocation;

ii) to monitor compliance with respect to Ministry and collective agreement staffing requirements;

iii) to develop a Board wide staffing model;

iv) to make recommendations on and monitor the implementation of new programs and initiatives;

v) to consider any other matters the parties may mutually agree would be appropriate

c) The Board shall provide to the Joint Staffing Committee all necessary reports and data related to staffing and workload in a timely manner.

d) The Joint Staffing Committee shall convene not later than October 10 in each school year. Thereafter the Committee shall meet five (5) times annually, unless otherwise agreed to by the parties.

11.02 Elementary School Preparation, Planning Time

a) Full-time teachers in elementary schools shall be granted two hundred and forty (240) minutes of preparation and planning time per week within the instructional
day. Forty (40) minutes of the preparation and planning time shall be delivered by the Board's Itinerant Arts Program

b) Effective September 1, 2013, the Board shall make best efforts to ensure that preparation and planning time is delivered in a minimum of forty (40) minute blocks for full-time teachers. Furthermore, the Board shall make best effort to provide full-time teachers with preparation and planning time on a daily basis. The Parties further agree that the minimum block of preparation and planning time shall be thirty (30) minutes for a full-time teacher and that all full-time teachers shall receive preparation and planning time on at least four (4) days of every five (5) school day period.

c) Preparation time for part-time teachers shall be prorated.

11.03 a) Elementary Supervision

i) Elementary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.

ii) The maxima of supervision per week for elementary teachers is 80 minutes.

iii) The introduction of the maxima described above shall not increase Collective Agreement provisions or current practice during the 2007-2008 school year, where such provisions may be more favorable.

iv) Supervision shall be assigned by the Principal equitably among the staff.

v) Principals shall provide the School Association representative with a tentative master supervision schedule by September 30 of each school year. Pursuant to ii) above, any concerns regarding the scheduling of supervision shall first be discussed with the Principal to be addressed in a mutually agreed to fashion. If there is no agreement, the concern shall be referred to the Joint Staffing Committee.

vi) Supervision assignments shall be pro-rated based on percentage of employment contract.

b) Secondary Supervision

i) Secondary teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision.

ii) Supervision shall be assigned by the Principal equitably among the staff.

iii) Effective September 1, 2012, secondary teachers shall be assigned a maximum of seventy-five (75) minutes per two week period of supervision, on average.

iv) Principals shall provide the School Association representative with a tentative
master supervision schedule by September 30 of each school year. Pursuant to ii) above, any concerns regarding the scheduling of supervision shall first be discussed with the Principal to be addressed in a mutually agreed to fashion. If there is no agreement, the concern shall be referred to Joint Staffing Committee.

v) Supervision assignments shall be pro-rated based on percentage of employment contract.

11.04 Release Time for Assessment Evaluation and Report Cards

One Professional Activity Day prior to each reporting period will be designated for the purpose of assessment and completion of report cards at the elementary level.

11.05 Secondary School Assignment

a) Full time teachers shall be assigned to no more than three (3) credit/credit equivalent courses and one on-call/preparation period per day in one semester in a day school program during the school year.

b) No more than three (3) half-periods per week shall be allotted to "on calls." The number of "on-calls" assigned to a teacher shall not exceed twelve (12) half-periods in a semester. A record will be kept by administration and be made available to teachers.

c) "On-calls" are limited to coverage of first and second day teacher illness, retreats, field trips, extra-curricular activities, emergencies, subject council meetings that involve single or half-period coverage and supervision of provincial testing if the testing occurs during a period which would otherwise be part of the teachers' preparation time. Other coverage mutually agreed to by the Board and the Union may also be counted as an "on-call".

d) "On-calls shall be allocated among teachers in a fair and equitable manner.

e) Occasional teachers will be used when on-call coverage is not available.

f) The teaching schedule for part-time teachers shall be prorated according to the schedule below:

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<tr>
<td>Six (6) Courses</td>
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Part-time teachers will be assigned on-calls and supervisory duties on a pro-rated basis.

h) Any teacher with a course assignment of six (6) credit/credit-equivalent courses is expected to remain on site during the regular instructional hours of the secondary school.

i) Dual Credit Courses: A secondary school's Average Daily Enrolment in Dual Credit courses shall be included in the calculation of the number of secondary teaching
positions required in the Board pursuant to this collective agreement and/or any class-size regulation.

11.06 School Day and School Year

The length of school day and school year shall be in accordance with the Education Act and Regulations as amended from time to time.

11.07 Travel Time

A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

Teachers required to travel between schools shall be given consideration when school supervision duties are assigned.

11.08 School Closure or Opening

In the event of closure of an existing school or opening of a new school, the mechanics for the subsequent allocation of staff shall be determined by the Board in consultation with OECTA executive and forwarded to OECTA Unit Executive for review and approval.

11.09 In the Board's elementary schools no one class will have more than two grades.

11.10 Vacancies, Postings and Transfers

(a) Vacancies are defined as those teaching positions within the bargaining unit which may become available due to attrition, growth, transfer or newly created positions. Newly created positions include but are not limited to new or expanding programs.

Teacher transfers will be as per the document "Teacher Transfers and Posting & Hiring Process" with the appropriate date changes to reflect the current school year. Any changes, additions and/or deletions can occur with the mutual agreement of both parties.

(b) Board shall post a notice of every vacancy for at least five (5) school days, on the Board's Teacher's Conference e-mail site. A vacancy may be posted for fewer days with the agreement of the Union.

(c) The principal of a school will have an opportunity to reorganize the teaching assignments first and determine the actual vacancy that exists at the school. For the initial vacancy only, principals will give consideration to the teacher's submitted preference forms prior to the Board’s designated September reorganization date and resulting vacancy being posted.

(d) Prior to every posting the OECTA president(s) will be contacted and will receive the posting.

11.11 Employment Files

A teacher's Employment Files shall include the Medical Information File and the Teacher's Personnel File.

a) The employment file respecting a teacher shall be maintained by the Board and shall be available and open to the teacher for inspection following 48 hours written notice (including e-mail) at any reasonable time during the regular working hours
of the Board in the presence of the appropriate Board official. The teacher may be accompanied by an individual of the teacher's choice.

b) A teacher shall be entitled upon request to copies, without cost, of any materials contained in the teacher's employment file.

c) Where a teacher authorizes in writing access to the teacher's employment file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

d) If a teacher disputes the accuracy or completeness of information in the teacher's files the Board shall, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing of its decision including reasons for that decision.

e) Medical Information File

The Board shall keep any medical information in separate files accessible to the teacher, subject to c) above, and the Disability Management and Wellness Coordinator or designate.

f) Personnel File

The Board shall keep employment information in a personnel file accessible to the teacher, subject to c) above, and necessary members of the Human Resources Department.

   i) Teachers shall receive copies of any materials placed in their personnel files pertinent to the teacher's conduct or of a disciplinary nature within five (5) working days of the material being filed.

   ii) The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

   iii) If a teacher disputes the accuracy or completeness of information in the teacher's files the Board shall, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing of its decision including reasons for that decision.

   iv) If a teacher continues to dispute the accuracy of the contents of the files, the teacher can request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the teacher may file a statement of disagreement which will be attached to the record.

   v) Where the Board amends information per f) above, the Board shall, notify all persons who received a report based on inaccurate information.

   vi) After two (2) years, a teacher may request the removal of any disciplinary record in his/her file. Notwithstanding the denial of any such request, the weight and significance to be attached to the disciplinary record shall be diminished over time. Disciplinary records of a minor nature shall be removed after two (2) years at the request of the Teacher, unless there have been further similar incidents within the two (2) year period.
11.12 **Assault on a Teacher**

The Board agrees that every teacher has a right to freedom from assault, (actual or threatened, verbal or physical) upon their persons, sustained in the course of their professional duties.

11.13 **Health and Safety**

Teachers who serve on the Joint Health and Safety Committee as well as teachers who are appointed as the site health and safety rep shall be permitted to carry out their duties during regular school hours, as required by statute.

11.14 **Report Cards**

a) Except for exceptional circumstances, the Board shall have common time lines and deadlines for all schools, which will specify dates for submission of reports to the office, and release of reports. Adequate lead-up time to the preparation of report cards shall be provided.

b) There shall be a maximum of two (2) Parent-Teacher Interviews scheduled to extend into the evening, per school year. A Parent-Teacher Interview Night shall not extend beyond 8:00 p.m.

11.15 **Staff Meetings**

a) Teachers may be asked to attend one staff meeting per month during the 194 day school year for a total of ten (10) meetings per year. All other meetings outside the instructional day are voluntary.

b) Staff meetings shall occur following the end of the instructional day.

c) A staff meeting that is scheduled outside of the instructional day shall be a maximum of seventy-five (75) minutes in length.

d) Prior to September 30th of each school year, the schedule of staff meetings shall be published.

e) Teachers will be encouraged to submit items for the agenda of the staff meeting.

f) An agenda for each staff meeting will be distributed to teachers prior to the meeting.

**ARTICLE XII - EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

12.01 Any Employment Insurance (E.1.) Premium Reductions to which teachers are entitled shall be reimbursed to the O.E.C.T.A. Local.

**ARTICLE XIII- JOINT PROFESSIONAL DEVELOPMENT COMMITTEE**

The Board and the Union are committed to the continuous development of a Catholic Professional Learning Community in each of the schools of the Board and system-wide, and, to that end are committed to fostering an atmosphere within each of the schools and system-wide that promotes a focus on learning, collegiality, respect for professionalism, continuous learning, collective inquiry into best practices, innovation and experimentation, all in order to improve teaching and student learning.
The Board and the Union agree that professional learning is job-embedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plan. Therefore:

13.01 The Joint Professional Development Committee (the "PD Committee"), consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union, shall meet at least bi-monthly and no later than September 15th of each year.

13.02 The PD Committee will address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional learning opportunities for teachers will be used.

13.03 Promote best practices in the implementation of professional learning, which shall be embedded in the instructional day.

13.04 The PD Committee will oversee that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teacher’s Annual Learning Plans.

13.05 The PD Committee will provide advice and assistance to Board staff who are assigned responsibility for providing professional development to teachers and planning for such activities.

**ARTICLE XIV - DURATION AND RENEWAL**

14.01 **Duration & Renewal**

3 year agreement September 1, 2014 – August 31, 2017

a) The term of this agreement shall have effect from the first (1st) day of September, 2014 and continue in force until the thirty-first (31st) day of August, 2017 and from year to year thereafter unless either party gives to the other party notice in writing within the 150 day period before its termination, that it desires to negotiate with a view to renewal of this agreement with or without modifications.

b) The parties shall meet within 15 calendar days from the giving of the notice, or within such period as the parties agree upon, and they shall begin to bargain in good faith and make every effort to make or renew a collective agreement.

c) Changes made to this Collective Agreement during its lifetime may be made by mutual agreement in writing, after ratification by the OECTA and the Board.

d) Where mutual agreement to amend occurs, the amendment shall be binding on both parties effective the date of the agreement.

**ARTICLE XV - DISTRIBUTION**

15.01 The Board shall provide each teacher in the employ of the Board a copy of this Agreement within thirty (30) days of ratification by both Board and Teachers.

**ARTICLE XVI - PERFORMANCE APPRAISAL AND NEW TEACHER INDUCTION**

16.01 Performance Appraisal for Teachers and New Teacher Induction, as defined by the legislation, shall be conducted in accordance with the *Education Act*, Regulations, and

16.02 No member of the bargaining unit shall participate in the evaluation of another member.

16.03 Extra-curricular activities shall not be considered to be within the scope of Teacher Performance Appraisal.

16.04 By September 30th of each school year the Board shall disclose to the Unit the names, if any, and locations, of the teachers who are designated to participate in Performance Appraisal. For teachers hired after September 30, the Board shall notify the Union within two (2) weeks of hire.

16.05 The name of any teacher having received other than a "satisfactory" rating in the Performance Appraisal shall be forwarded to the President of the Association within five (5) working days of the member having received the rating.

16.06 The Board and the Association agree to keep all matters related to Performance Appraisal as confidential except as required by law.

16.07 With regard to the Induction Elements of the New Teacher Induction Program:

(a) The elements of the New Teacher Induction Program shall be embedded in the instructional day.
(b) Subject to legislation, mentoring is a supportive and confidential process between the mentor and the New Teacher.
(c) The choice of a mentor shall be by mutual agreement of the New Teacher, the mentor and the Principal.
(d) A mentor must be a member of the bargaining unit with five (5) or more years of teaching experience, except by mutual agreement of the Parties.
(e) Upon receipt of a rating other than a "satisfactory", mentoring shall be terminated. The New Teacher may confidentially request a new mentor and the mentor may confidentially request to no longer act in the role of a mentor for a New Teacher at any time in the process.

ARTICLE XVII - CRIMINAL RECORDS CHECK

Should the Board decide to collect and store information pertaining to the Criminal Background Check and Offence Declaration Forms electronically, it shall ensure the following:

(a) That all documentation remains confidential;
(b) That security includes a unique login and password for each Teacher;
(c) That the information requested electronically is the same information as Requested prior to electronic collection;
(d) That all Teachers are informed as to how to complete these electronic forms and that such communication be available during the instructional day or during a Professional Activity Day;
(e) That teachers are able to print a hard-copy of all forms submitted electronically.
# SALARY SCHEDULE 'A'

Wellington Catholic District School Board Ontario English Catholic Teachers' Association Grid

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FOR THE BOARD

[Signatures]

FOR OECTA

[Signatures]

DATED AT 4 May ON Thursday 2017
LETTER OF UNDERSTANDING  
**EXTRA CURRICULAR ACTIVITIES**

The Board and OECTA both recognize the value of extra curricular activities to the overall educational experience of the students. The schools of the Wellington Catholic District School board have enjoyed a rich history and tradition of extra curricular activities made possible through the voluntary effort and commitment of a dedicated staff. Subject to the requirements of any Act or Regulation, both OECTA and the Board agree and support an extra curricular program that is voluntary, reasonable in scope, and manageable by students and staff.

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LETTER OF UNDERSTANDING  
**Re: SPECIAL EDUCATION PROGRAM**

The Parties agree that the Joint Staffing Committee shall be the avenue by which the Unit can address issues/concerns relating to the delivery of special education programs. Furthermore, the Board shall provide the Unit with the opportunity to attend the Student Support Services Meetings and shall be given time on the agenda to discuss issues pertaining to special education programs.

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LETTER OF UNDERSTANDING  
**Re: SECONDARY TEACHERS’ LUNCH PERIOD**

The Parties agree that for the term of this collective agreement, all teachers’ lunch shall be scheduled during the students' lunch period. Should the Board consider making changes to school schedules that may alter the current arrangement regarding lunch periods, the Board shall notify the Unit prior to April 1, 2014 and provide an opportunity for discussion on the issue.

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LETTER OF UNDERSTANDING  
**SERT RETURN TO CLASSROOM**

Teachers who are SERTs and who wish to change their teaching assignment are asked to inform the HR Department in writing prior to the end of March by completing the preference form. Subject to reasonable system and school requirements the SERT may apply and be considered for a vacant position at their current school provided they have completed their initial two year commitment and several additional years in their position in order to be eligible and possess the required qualifications.

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LETTER OF UNDERSTANDING  
**SCHOOL BASED STAFFING BEST PRACTICES**

The parties acknowledge that best practices regarding school based staffing currently exist at schools within the Wellington CDSB and that it would be advantageous to build on and share those best practices that are identified by both parties.

Principals will meet with The OECTA Rep(s) or OECTA local designates regarding school based staffing a minimum of two times per school year, with the rep initiating the meeting request at least one week in advance of the proposed meeting date. These meetings would normally occur at the beginning of the school year for elementary and January for secondary, and in April/May for both panels.

The parties agree to develop best practice guidelines for site based staffing within elementary and secondary schools through the Joint Staffing Committee. Discussions, relating to the development of these guidelines are to commence no later than January 2016.
LETTER OF UNDERSTANDING
IT COUNCIL

The Board acknowledges the establishment of the Information Technology (IT) Council. Two OECTA members will be appointed to the Council in consultation with OECTA and the term of the appointment is defined within the IT Council Terms of Reference.

LETTER OF UNDERSTANDING
TEACHER TRANSFER, POSTING AND HIRING PROCESS

The parties agree that the Joint Staffing Committee will review and make recommendations for changes to staffing process format that is currently outlined in the “Teacher Transfer, Posting & Hiring Process” document. The parties agree that the committee will meet no later than the end of January 2016 to begin this review.

LETTER OF UNDERSTANDING
UNFILLED POSTED PERMANENT POSITIONS

Each vacancy will be posted only once to permanent teachers. If there are two or less qualified applicants, the Principal shall interview them and may choose to hire one of the applicants. If one of the permanent applicants is not selected, the Principal may choose to interview five additional qualified applicants from the LTO List. If there are three or more qualified permanent applicants and three of the applicants are classroom teachers (exclusive of system teachers), then the Principal must interview and offer the position to one of the applicants. The Principal will inform both the successful and unsuccessful applicants of her/his decision.