2017-2019 COLLECTIVE AGREEMENT

BETWEEN

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

AND

THE HURON-PERTH SECONDARY UNIT OF O.E.C.T.A. representing
Secondary Teachers employed by
The Huron-Perth Catholic District School Board
2014-2017 COLLECTIVE AGREEMENT

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The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consists of provisions with respect to Local Issues and certain Central Issues.
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Part A: CENTRAL TERMS

1. TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

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

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

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

2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2014: 0%
2.1.2 September 1, 2015
   2.1.2.1 Restoration of grid movement
   2.1.2.2 Provisions in collective agreements between OECTA and English language separate district school boards which delay movement through and across salary grids in accordance with experience and qualifications until the 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 (STLDP)
4.3.1 Subject to paragraphs 4.4 - 4.6 below, a teacher employed by a board to fill a term or long-term teaching assignment that is a full year will be allocated one hundred and twenty (120) STLDP days on the first day of the teacher’s assignment. A teacher who is employed by a board to fill a term or long-term teaching assignment that is less than a full year will be allocated one hundred and twenty (120) STLDP days, reduced to reflect the proportion the assignment bears to the length of the regular work year (194 days), and allocated at the start of the assignment. If a teacher’s employment status is less than full-time, the teacher’s eligibility for short-term leave and disability days shall be prorated by the ratio that the teacher’s FTE status is to full-time status. Teachers eligible to access short-term leave and disability coverage shall receive payment equivalent to ninety percent (90%) of their applicable salary or daily rate.

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

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

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

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

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

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

4.5Eligibility 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 worksite.

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 full-time 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:

\[
x \times \frac{y}{200} \times \frac{z}{4} = \text{Gratuity Wind-Up Payment}
\]

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

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

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

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

RE: Health and Safety

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

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

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

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

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

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

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

4. The committee will create a resource document that identifies and develops effective health and safety practices and promotes these practices to school boards. This resource is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.
5. Without limiting either party’s rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

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

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

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

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

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

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

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

RE: Benefits

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

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

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

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

2. GOVERNANCE

2.1 Board of Trustees

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

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

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

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

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

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

3. ELIGIBILITY AND COVERAGE

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

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

3.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.4 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation Date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.

3.5 No individuals who retire after the Board Participation Date are eligible.

3.6 The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.7 Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4. FUNDING

4.1 Negotiated Funding Amount, Board Contributions

4.1.1 Each Board shall pay an amount equal to 1/12th 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.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;
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:**

<table>
<thead>
<tr>
<th>COGNITIVE LIMITATIONS AND/OR RESTRICTIONS</th>
<th>N/A</th>
</tr>
</thead>
</table>

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</th>
<th>LEVEL 1</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
<th>LEVEL 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supervision Required</strong></td>
<td>needs constant supervision</td>
<td>needs frequent supervision</td>
<td>needs limited supervision</td>
<td>requires no supervision</td>
</tr>
<tr>
<td><strong>Supervision of Others</strong></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 or for full supervision</td>
</tr>
<tr>
<td><strong>Tolerance to Deadlines</strong></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><strong>Attention to Detail</strong></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><strong>Performance of Multiple Tasks</strong></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><strong>Tolerance to External Stimulus</strong></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><strong>Ability to Work with Others Cooperatively</strong></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><strong>Confrontational Situations</strong></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><strong>Responsibility and Accountability</strong></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:**

| Start Date: | (dd/mm/yyyy) |
| Regular full time hours | Modified hours | Graduated hours |

**Next appointment date to review Limitations and/or Restrictions:**

( dd/mm/yyyy)
**Part 4 - Medical Practitioner** – please complete the following:

**PHYSICAL LIMITATIONS AND/OR RESTRICTIONS** □ N/A

Please describe physical limitations and/or restrictions only. **Cognitive** limitations and/or restrictions, if any, can be detailed in Part 3. These physical restrictions will be assessed when determining modified work either in the employee’s own position or another suitable position.

**Date of Assessment:** ______________________________ (dd/mm/yyyy)

<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>□ (please specify)</td>
<td>□ (please specify)</td>
<td>Right Arm</td>
<td>Right</td>
</tr>
<tr>
<td>□ (please specify)</td>
<td>□ (please specify)</td>
<td>Other Arm</td>
<td>Other</td>
</tr>
<tr>
<td>□ (please specify)</td>
<td>□ (please specify)</td>
<td>Other (please specify)</td>
<td>Other</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>□ (please specify)</td>
<td>□ (please specify)</td>
<td>□ (please specify)</td>
<td>□ Whole body</td>
</tr>
<tr>
<td>□ (please specify)</td>
<td>□ (please specify)</td>
<td>□ (please specify)</td>
<td>Hand/arm</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:**

| □ 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)

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

20014-2017 COLLECTIVE AGREEMENT

BETWEEN

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

AND

THE HURON-PERTH SECONDARY UNIT OF O.E.C.T.A. representing
Secondary Teachers employed by
The Huron-Perth Catholic District School Board
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2014-2017 COLLECTIVE AGREEMENT
between
THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "The Board")

AND

THE HURON-PERTH SECONDARY UNIT OF O.E.C.T.A.
(hereinafter called "The Teachers")

PREAMBLE:

The common goal of the Board and Teachers is to provide the best possible Catholic educational service for the Catholic school students of the Huron-Perth Counties: to achieve that common goal it is essential that the Board and Teachers maintain the harmonious relationship which exists between them.

The Teachers and the Board agree that the viability of the system depends wholly on the continuation of commitment to the values of Catholic Education, and expect therefore, that Teachers employed by the Board will direct their property taxes to the support of Separate Schools, except where prohibited by law to do so.

The Huron-Perth Catholic District School Board and the Huron-Perth Secondary OECTA Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE I: DEFINITIONS

1.01 a) The term "Director" shall be deemed to include his/her "designate" for the purpose of this Collective Agreement unless specified otherwise in an individual article.

b) The term "Department Head" means a teacher appointed by the Board to perform, in respect of a school, the duties of a head of an organizational unit, in accordance with the regulations under the Education Act.

c) The term "Teacher" shall include those definitions as contained in The Education Act and the Regulations.

d) "Co-ordinator" means a teacher, appointed by the Board, in accordance with the regulations under the Education Act, to supervise or co-ordinate subjects or programs as approved by the Board.

ARTICLE II: RECOGNITION

2.01 a) The Board shall recognize the Ontario English Catholic Teachers Association as the sole and exclusive bargaining agent for Teachers in the employ of the Board.

b) The bargaining unit includes every teacher other than an occasional teacher who is assigned to a secondary school or centrally assigned to a secondary program to perform teaching duties all or some of the time.
c) The job description of a teacher may include duties in teaching, student evaluation, remediation, counseling, the role of teacher advisor or student advisor, program development or support, departmental administration, guidance, library and duties outlined in the Education Act and Regulations and other duties as may be agreed by the parties.

2.02 The Board shall recognize the right of the Teachers to authorize the Ontario English Catholic Teachers' Association, legal counsel or agent to represent the Teachers and/or to negotiate on their behalf.

2.03 The Teachers shall recognize the right of the Board to utilize the services of the Ontario Catholic School Trustees Association, legal counsel or agent to represent the Board and/or negotiate on its behalf.

2.04 The terms of this Agreement shall apply to all Teachers unless specifically stated otherwise.

ARTICLE III: MANAGEMENT RIGHTS AND TEACHER RIGHTS

3.01 Management Rights

a) It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of The Labour Relations Act, The Education Act, The Constitution Act of 1867 and the regulations of the Ministry of Education.

b) i) Every provision of this agreement shall be construed in such a way as to enhance and to give full effect to the denominational rights of Roman Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

ii) 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 Catholic separate school supporters and the Board under section 93 of the Constitution Act, 1867.

3.02 Teacher Rights

a) The teachers employed by the Board have all rights and privileges granted by this agreement and by applicable Federal and Provincial Acts and regulations.

b) i) No teacher shall have a disciplinary notation entered on his/her file, be suspended, be dismissed or be demoted without just cause. The Board shall notify the Association if disciplinary action is being contemplated.

ii) No Teacher shall be transferred for disciplinary reasons.

iii) For reasons other than redundancy, the Board shall provide the teacher with 20 teaching days written notice of termination of employment or payment of 20 teaching days in lieu of such notice. The reason for termination shall be provided, in writing, to the teacher by the Board.
iv) The reason for termination shall be sent by registered letter to the teacher's last known address or via hand delivery by the Director of Education or designate.

v) Notwithstanding the above provisions, notice of termination of employment due to redundancy shall be in accordance with Article 15.04 and Article 15.05 of the collective agreement.

c) i) If a teacher is the subject of an investigation by the College of Teachers, no punitive action will be taken upon said teacher by the Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.

ii) Notwithstanding any determination by the College of Teachers, any action against the teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE IV: NEGOTIATION DATA

4.01 a) The Board shall make available to the authorized Teachers' representatives, upon request, a list of qualifications, experience and total salary for each Teacher including a costing of the end-rate grid as well as a statement of the number of participants in single or family coverage in each of the benefit plans offered by the Board, the Master Benefits Policy, current Board benefits premium rates, the Benefit Consultant's renewal report and the annual financial statement issued by the benefits provider.

b) It is understood and agreed that the Board will make available the information requested in Article 4.01 a) subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

ARTICLE V: COMMITTEES

5.01 EMPLOYMENT EQUITY

The Board shall establish an employment equity committee for all of its employees. The Executive of the Secondary Unit shall appoint one (1) of their members to serve on this committee.

5.02 COOPERATIVE COMMUNICATIONS COMMITTEE

A Teachers' Cooperative Communications Committee and a Board's Cooperative Communications Committee shall be established.

a) The Board's committee shall be comprised of three members appointed by the Board.

b) The Teachers' committee shall be established jointly by the teachers of the Huron-Perth Elementary Unit and the Huron-Perth Secondary Unit. The Executive of the Secondary Unit shall appoint one (1) of their members to serve on this committee.

c) Notwithstanding Article 5.02 b), a Teachers' committee composed of three Secondary Teachers appointed by the Executive of the Secondary Unit may meet
jointly with the Board's Committee to discuss any topic of interest that relates exclusively to the Secondary panel.

d) The committees shall meet jointly as the need arises. Meetings may be cancelled by mutual agreement.

e) The committees may make joint or separate recommendations which will be presented by the Board’s Committee to the Board for its consideration and by the Teachers’ Committee to their Unit Executives.

f) The Board shall provide secretarial assistance and minutes for each meeting.

g) The committee shall not negotiate any terms or conditions of employment.

h) Any topic of interest to either committee may be placed on the agenda by providing notification two weeks prior to a meeting to the administrative contact assigned by the Board to serve as secretary.

5.03 BENEFITS COMMITTEE

The Board shall establish a Benefits Committee for all employee groups. The Executive of the Secondary Unit shall appoint two (2) of their members to this Committee. The Benefits Committee shall meet once yearly, no later than April 1 of each year to review the plan currently in place.

5.04 HEALTH AND SAFETY

a) As per Board Policy 3A:3 It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit provided that such approval is not unreasonably withheld.

b) Teachers who serve on the Joint Health and Safety Committee as well as teachers who are appointed as the health and safety officer within the school shall be permitted to carry out their duties during regular school hours.

c) Teachers who are absent from their regular duties to perform health and safety related duties shall have their classes covered by an occasional teacher.

5.05 COMMITTEE MEETINGS

Meetings of established Board Committees shall be held at the Board Office, unless otherwise indicated. Every effort will be made to schedule meetings to respect the length of the instructional day, where possible. These meetings will be scheduled, as the need arises, when there are sufficient agenda items to warrant a meeting or when requested by either party. The Board shall pay the occasional teacher costs for the Association representatives to the committees.

5.06 When the Board requests OECTA Secondary representation on Curriculum committees or a Board sponsored committee and these meetings and meetings referred to in Article 5.04 and Article 5.05 are held during the instructional day, as scheduled by the Director of Education/designate or determined by pertinent legislation, occasional teachers shall be employed to cover teachers’ release time from classroom instruction when necessary. The Occasional Teacher’s salary shall be the Board’s responsibility. This article is not
applicable to Teacher/Board negotiations, mediation, arbitration and/or Association related activities.

5.07 When Secondary Teacher representation is requested by the Board on any Board committee, the committee shall include a representative appointed by the Executive of the Secondary Unit.

5.08 PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and the Association 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:

a) There shall be established a Joint Professional Development Committee composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.

b) The Joint Professional Development Committee shall:

i) 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;

ii) promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation;

iii) oversee that professional activities for teachers during Professional Activity Days are consistent with the learning goals identified in the Teacher’s Annual Learning Plans; and

iv) provide advice and assistance to Board staff who are assigned responsibility for providing professional development to teachers and planning for such activities.

c) Additional terms of reference may be agreed to by the parties.

d) The parties shall meet at least three (3) times per year.

e) The Committee shall meet during the school day. The Board shall pay the occasional teacher costs, if required, for the Association representatives to the Joint Professional Development Committee.
5.09 JOINT STAFFING COMMITTEE

The Joint Staffing Committee from Article 11, Part A, Central Terms, shall apply along with the following provisions:

a) There shall be established a Joint Staffing Committee composed of four (4) representatives appointed by the Association and four (4) representatives appointed by the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chairperson.

b) The terms of reference of the Committee shall include, but not be limited to, the following:

   i) to review and discuss all matters related to secondary school staffing and make recommendations regarding:
      - the staffing model
      - class size
      - workload issues
      - the master schedule; and
      - other issues as agreed to by the parties; and

   ii) to receive staffing status reports from Local School Staffing Advisory Committees (LSSAC).

c) The Board shall provide the Association with up-to-date staffing information upon request.

d) The Committee shall meet four (4) times annually, unless otherwise agreed to by the parties. The first meeting shall take place prior to October 31.

e) The Committee shall meet during the school day. The Board shall meet during the school day. The Board shall pay for the occasional teacher costs if required, for the Association representatives to the Joint Staffing Committee.

ARTICLE VI: DURATION

6.01 a) This Collective Agreement and all Articles in it shall have effect from September 1, 2014 until midnight, August 31, 2017.

b) Either Party desiring to propose changes to this Agreement shall, by April 15 immediately prior to the end of this agreement, give notice in writing to the other Party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement, unless mutually agreed to otherwise by both parties.

c) There shall be no strike or lock-out, as defined in the Labour Relations Act, during the term of this agreement or any renewal of this agreement.

d) The Secondary Bargaining Unit shall be allotted release days for four (4) teachers, paid by the Board, for up to three (3) full days, for the purpose of negotiating a renewal of this Collective Agreement.
ARTICLE VII: PLACEMENT

7.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO) Program V or equivalent (for teachers in technological studies). Equivalent is defined as another qualifications evaluation program(s) as agreed to by the parties, which is the responsibility of the technological teacher to obtain and provide.

7.02 a) All teaching experience subsequent to graduation from Ontario Teachers' Colleges, and Colleges of Education or their recognized equivalent, will be recognized in full.

b) All teaching experience on a teaching certificate for which the Ministry of Education or the Ontario College of Teachers issues a Letter of Standing will be recognized in full.

c) All partial years of experience on a teaching certificate, recognized for pension purposes, will be recognized for salary purposes when the Teacher has accumulated a full year of teaching experience. When the year of experience referred to is reached on or before the 15th of the month, the adjustment in salary will be effective on the 1st day of that month. When the year of experience referred to is reached after the 15th of the month, the adjustment in salary will be effective on the 1st of the month following. Where the Board and a teacher disagree as to teaching experience, it is understood that the method of calculation for days, months, and years for the purpose of this article will be the calculation made by the Teachers' Pension Plan.

d) Allowances for related experience in industrial and commercial life shall be credited for placement on the salary grid.

Related experience is defined as wage earning experience in a technical field in business, industry or commerce or other related experience acceptable to the Director or designate, where the skills and knowledge required to perform the work are directly related to the courses taught. It shall not include experience in an apprenticeship program or 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 those 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 will, 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, 2004 for Teachers employed at that date shall continue to be recognized.

7.03  a) No Teacher with the Board for the period September, 2014 through August, 2017 will suffer the loss of gross salary and allowances received during the previous school year because of any clause or article in this Agreement except when the responsibility for which an allowance is paid is reduced or removed, in which case the Teacher shall be notified in writing by May 1st, for the following school year.

b) i) All teachers will be paid according to their positions on the Salary Schedule as determined by their QECO V certification (or equivalent for teachers in technological studies), experience, allowances for responsibility and percentage time of their employment with the Board.

ii) It will be the responsibility of the Teacher to present to the Director, the Teaching Certificate issued by the Ontario College of Teachers, QECO V Certificate (or equivalent for teachers in technological studies) along with evidence of special qualifications and years of teaching experience or related work experience to qualify for placement on the current Salary Schedule.

iii) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the teacher’s intention to submit said documents. Retroactive pay shall only be paid following the Director’s receipt of the required documents.

iv) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before April 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to April 30, the salary adjustment shall be retroactive to January 1 provided notification is made prior to April 30 of the teacher’s intention to submit the said documents. Retroactive pay shall only be paid following the Director’s receipt of the required documents.

c) No teacher who was in the employ of the Board on August 31, 2000 shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of 7:03 b) above.

ARTICLE VIII: EVALUATION PROCEDURE

8.01  a) As per Board Policy No.3A:10. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit.
b) No member of the bargaining unit shall participate in the evaluation of another member.

c) The teacher may append comments to the evaluation report.

d) A Formal Summative Evaluation shall include a pre-conference with the teacher to mutually discuss criteria prior to the day of evaluation.

e) No domains nor competencies in addition to those listed in the Teacher Performance Appraisal Technical Requirements Manual (2010), as amended from time to time, shall be included in any Teacher Performance Appraisal.

f) The Board shall disclose to the Association the names of members who are in their performance appraisal year on or before September 30 of each school year. For new teachers hired to the Board after September 30, such disclosure shall occur within two weeks of hire.

g) The school board shall disclose to the Association the name of any member who receives an “unsatisfactory” performance appraisal or who is placed “on review status,” within five (5) school days of the member being informed.

h) The Board and the Association agree to keep all matters related to performance appraisal as confidential except as required by statute.

i) Only the appraisal documents required by law shall be placed in the Teacher’s personnel file.

ARTICLE IX: FEES

9.01 The Board will deduct Ontario English Catholic Teachers Association fees in 26 equal instalments in the pay period provided the scale of rates for the year is received no later than August 15 prior to the school year commencing September. In the event that the rate has not been received by that date, the rate in effect for the previous school year will be used and adjusted retroactively when the new rates become available.

9.02 The Board shall deduct the College of Teachers Fee in three (3) equal, consecutive instalments, beginning in January of each school year for each teacher in the employ of the Board.

ARTICLE X: METHOD OF PAYMENT

10.01 a) Teachers shall be paid in twenty-six (26) equal instalments by direct bank deposit, commencing on the first Friday in September and every second Friday thereafter until such time as the total annual salary has been paid.

b) Notwithstanding the payment plan set out in 10.01 a), a Teacher may request and the Board shall pay the balance of the annual salary with the last pay period in the month of June. The Board will enclose with the Teacher’s first pay slip in May, a request form for direction in this regard, which must be completed and returned within ten (10) school days if selecting this option.

10.01 c) A Teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula days worked by the teacher
d) On or before October 31, the Board will provide to each teacher a notice(s) setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances
- A listing of the benefits the member has selected
- Glossary of codes on pay statements

**ARTICLE XI: SALARY SCHEDULE**

According to Article 2, Part A, Central Terms, the following salary schedule shall apply:

11.01 a)

i) September 1, 2014 - August 31, 2016

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c) It is understood that the Teacher Pay Equity Plan places a teacher in Level "A" for salary purposes when the QECO certification rates the teacher in Levels "D", "C", or "B".
ARTICLE XII: ALLOWANCES

According to Article 2, Part A, Central Terms, the following allowances shall apply:

12.01 Department Head

A department head shall be paid an annual responsibility allowance of $3978 effective September 1, 2016; and $3998 effective on the 98th day of the 2016-2017 school year.

12.02 Extra Degree Allowance

a) Commencing September, 1989, the Board will pay a Teacher presently in Category A4 who earns a Specialist or Honour Specialist Certificate, a Principal’s Certificate, Master’s Degree, or Doctorate Degree recognized by QECO which has not been used to determine Category placement in A4, a one-time allowance as follows:

   i) Specialist or Honour Specialist or Principal’s Certificate  
      $563

   ii) Masters’ Degree  
      $1,126

   iii) Doctorate Degree  
      $1,688

b) It is the responsibility of the teacher to provide to the Director evaluation by QECO to qualify for these allowances.

c) Prerequisite courses required for entry into the Specialist or Honours Specialist course may not have been used to determine Category placement in A4 for the purpose of this article.

12.03 Travel Allowance

Teachers required to use their own private transportation for school activities, upon prior authorization by the Director, will be reimbursed as per Board Policy 3E:23.

12.04 Continuing Education

All Teachers of credit courses (including PLAR) shall be compensated at the hourly rate of $42.14; $42.56 effective September 1, 2016; and $42.77 effective on the 98th day of the 2016-2017 school year.

12.05 The Board will assist teachers with the Religion Education Part I tuition by payroll deductions for up to one year.
ARTICLE XIII: BENEFIT PLANS

13.01 Definitions:

a) Full Time Employee - means an employee whose employment at September 1 each year is equal to or greater than 45% of a full-time teaching position, and

b) Part-time Employee - means an employee whose employment at September 1 each year is less than 45% of a full-time teaching position.

c) Dependent - means an employee’s spouse and unmarried children, excluding any of the following:
   - any person residing outside of Canada or the United States
   - any child who has attained age 21
   A child up to age 25 is considered a dependent if he/she is in full-time attendance at a bona fide diploma or degree granting institution.

d) Eligible Employee - means a full-time or part-time Teacher who has not filed with the Board evidence of coverage as provided by spouse, or other exemption certificate.

e) For the purposes of Group Life Insurance benefit - Age 65 - means an employee's 65th birthday.

13.02 Semi-Private Hospital Insurance - unlimited - (covers the difference between ward and semi-private) Semi-Private Hospital Insurance is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at

   a) 90% for a full-time employee, and
   b) 45% for a part-time employee

13.03 Effective September 1, 2010, an extended Health Care plan including a Hearing Aid provision of $1000/48 months and a Vision Care provision of $350/24 months and $100/24 months for eye exams and $500/lifetime for Laser Eye Surgery is provided and is a condition of employment for all eligible employees. The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, registered massage therapist, chiropractor, and/or physiotherapist shall be $600.00 for each type of professional practitioner. The limit per visit established in the Plan shall be $65.00 per visit. The Board will participate in the cost of single or family coverage as requested by the employee at

   a) 90% for a full-time employee, and
   b) 45% for a part-time employee.

Additional details regarding the benefit plan can be found in the most recent version of the Benefits Booklet

13.04 Effective September, 2010, Dental Insurance Plan (Plan No. 9 with Rider 2 and Rider 3 to a lifetime maximum of $3000 per family member and with Rider 4 to an annual maximum of $3,000 per family member). (Current ODA schedule, less two years)

A Dental Insurance plan is provided and is a condition of employment for all eligible employees. The Board will participate in the cost of single or family coverage as requested by the employee at
a) 90% for a full-time employee, and  
b) 45% for a part-time employee.

13.05 Deluxe Travel Insurance (Emergency Travel Assistance)  
A Deluxe Travel Assistance Program (out of country) is provided and is a condition of 
employment for all eligible employees. The Board will participate in the cost of single or 
family coverage as requested by the employee at:  
a) 90% full time employee  
b) 45% part time employee

13.06 Group Life Insurance (OTIP or equivalent)  
i) A Group Life Insurance Plan, to age 65, is provided and is a condition of 
employment to the extent of 2 X earnings to the nearest 1,000 including AD & D 
for full-time and part-time employees with 80% of the premium paid by the 
Board. A teacher may elect for an additional 1 X earning with the additional 
premium paid by the teacher.  

ii) Dependents' Life is made available in the amount of $10,000 for spouse and 
$5,000 for wholly dependent children with the full cost being paid by the 
employee.

13.07 Long Term Disability Income Plan (CPP Primary Offset)  

The Long Term Disability (LTD) plan shall apply according to Article 3.8, Part A, Central 
Terms, along with the following provisions:  
a) The Board is not required to participate in the cost except to the extent of 
Administrative services, and  
b) The annual cost is deducted from the Teacher in the same ratio as the salary 
schedule at Article 10.01.  
c) Participation in the LTD plan for secondary teachers is a condition of 
d) The Board will continue to pay its share of the benefits during the waiting 
period and shall pay 100% of the benefits beyond the waiting period for as 
long as the teacher remains disabled under the plan.

ARTICLE XIV: STAFFING

14.01 The overall system-wide Secondary Pupil Teacher Ratio will be no greater than 19.74 to 
1.

14.02 The calculation of the Secondary Pupil Teacher Ratio will be as follows:  

Number of Full Time Equivalent Secondary Students as of October 31  
Number of Full Time Equivalent Secondary Teachers in the Bargaining Unit as of October 31
14.03 Should the system-wide Secondary Pupil Teacher Ratio be greater than 19.74 to 1 on October 31st, the necessary staff increase will be added by November 30th.

14.04 a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every secondary school by September 15 of each school year and shall hold its first meeting by September 30. Subsequent meetings shall be held on or before January 15 and on or before May 15. The above time-lines may be altered by mutual agreement between the principal and the teachers' representatives.

b) The Committee (LSSAC) shall consist of three teachers elected by the teaching staff, the principal, who shall chair the committee, and the vice-principal of the school.

c) The duties of the LSSAC shall be as follows:

i) to meet at the prescribed times, or as necessary, or at the request of either party but not less than once per school term during the school year.

ii) to advise the principal regarding:
- the school staffing priorities
- teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school
- the school supervision, on call and lunch break arrangements
- the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above.

iii) The committee shall appoint a recording secretary who will report the discussions/results of the meeting to all teachers at the next scheduled staff meeting.

14.05 DEPARTMENTS

a) Each secondary school will be organized into the following twelve departments: English; Arts; Social Sciences; Math and Computers; Physical and Health Education; Guidance; Religion; Science; Technology; Business and Cooperative Education; Modern Languages; and Special Education.

b) Appointments to the position of Department Head shall be made by the Board for a term of three (3) years.

c) When the position(s) of Department Head is to be filled, a request for applications shall be circulated throughout the secondary schools.

14.06 Acting Administrator

a) The Board may assign to a teacher the duties of an administrator (Principal/Vice-Principal) for a temporary period of time not to exceed ten (10) teaching months.

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

c) 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 provision of this agreement or his/her membership on the local Unit of the OECTA.
d) All provisions of this collective agreement shall apply to the teacher during the term of assignment.

e) The assigned teacher shall not perform the evaluation of teachers under his/her supervision during the temporary assignment.

f) The assigned teacher shall be paid 95% of a Principal’s salary for replacing a Principal or 95% of a Vice-Principal salary for replacing a Vice-Principal, pro-rated should the term of responsibility be for less than a full school year.

g) The assigned teacher shall be replaced by an occasional teacher for the duration of the assignment.

14.07 The Board is to maintain class sizes at the levels indicated in the Education Act in each school year.

14.08 The Board shall continue to employ only certified teachers or teachers with "Letters of Permission" who are registered with the Ontario College of Teachers for all teaching positions, Grades 9 to 12, including Special Education Resource, Guidance and Teacher Librarians. This article does not prevent the Board from hiring support personnel such as Teacher Assistants, Lay-Chaplains, Counsellors, Library or Computer technicians however these support positions shall not be part of the pupil/teacher ratio.

14.09 TEACHER DESIGNATE

a) A Principal shall not delegate authority to a Teacher without his/her written consent.

b) A teacher to whom the Principal’s authority has been delegated shall be compensated an additional daily rate of $45.00 per day. Effective September 1, 2016 the rate will be $45.45/day and effective the 98th day of the 2016-2017 school year, the rate will be $45.68/day.

c) Where the delegation is for less that a full day, the payment shall be pro-rated. No delegation on authority may be made for less than one half-day.

d) The Board shall replace the Teacher Designate with an occasional teacher as required.

14.10 RE-ASSIGNED TEACHER

a) When only one administrator is absent, or when a Teacher Designate has been appointed as per Article 14:09, the Board may re-assign a teacher to attend to supervision of students and like duties.

b) No teacher shall be re-assigned without his or her consent.

c) The Board shall replace any teacher designated as a Re-assigned Teacher with an occasional teacher.
d) Costs associated with the occasional teacher usage are to be applied from the administrative allocation.

e) The duties assigned to the Re-assigned Teacher are teaching duties save for emergency situations.

f) Re-assigned Teacher shall be compensated at a daily rate of $23.00. Effective September 1, 2016, the rate will be $23.23; and effective the 98th day of the 2016-2017 school year, the rate will be $23.35. The payment shall be prorated for periods of less than one day.

14.11 ONTARIO YOUTH APPRENTICESHIP PROJECT LEADER

a) When the Board operates on OYAP program, the Board will appoint a full-time Project Leader to oversee and operate the Board’s programs including OYAP, Co-operative Education, Technology Education and other related programs.

b) The position of OYAP Project Leader will be posted as per Article 17.04.

c) All OYAP sections shall be above and beyond the count generated by the 22:1 number of classroom teachers.

d) The implementation of the OYAP shall not adversely affect the staffing of any current program.

e) The OYAP Project Leader shall be paid an annual allowance of 11% of A4 maximum.

f) The Board shall make appointments to the position of OYAP Project Leader for a term of three (3) years.

14.12 SECONDARY COORDINATOR

a) The Board may appoint one or more Secondary Coordinator(s) to supervise and/or coordinate subjects or programs at the secondary level as approved by the Board.

b) Secondary Coordinator positions will be posted as per Article 17.04.

c) Coordinators with the majority of responsibilities in the secondary panel shall be members of the Secondary Bargaining Unit.

d) Secondary Coordinators shall be paid an annual allowance of 20% of A4 maximum.

e) The Board shall make appointments to the position of Secondary Coordinator for a term of up to three (3) years.

14.13 CLASS SIZE

a) The Board will comply with Ministry maxima for average class sizes system wide and shall endeavor to balance numbers of students in multiple sections where possible, taking into account the needs of students and the resources available to the principal.
Commencing September 2009, the maximum size of a class will not exceed 30, without the mutual consent of the Association and the Board.

b) The assignment of teaching personnel shall be verified by October 30 for each school and again by March 31.

14.14 E-LEARNING

a) A model of curriculum delivery that uses electronic communication is generally referred to as "E-Learning".

b) E-Learning Assignments shall count as credit/credit equivalent courses as defined by Article 15.01 a) and shall appear on the teacher’s timetable.

c) No teacher shall be required to teach E-Learning course or programs without his/her consent.

d) No teacher shall be required to develop E-Learning curriculum without his/her consent.

e) E-Learning courses or programs shall be subject to a maximum class size of 28 students.

f) All electronically delivered courses or programs shall be scheduled during the regular school day and the regular school year.

g) A teacher delivering curriculum using an E-Learning model shall use Board equipment in an assigned work location at the teacher’s assigned school.

h) A teacher delivering E-Learning courses or programs shall correspond with students only through the Board’s server and shall not be required to correspond with students outside of the regular school day.

i) The Board shall provide each E-Learning teacher with training as required, during the regular school day.

j) The Board shall provide the Teachers with information regarding staffing, course offerings, enrolment and credit monitoring of E-learning courses.

ARTICLE XV: WORKING CONDITIONS

15.01 a) No teacher shall be assigned more than 3 credit and/or credit equivalent courses per semester, except by agreement of the parties.

b) In addition to a full-time teacher’s 6 credit / credit equivalent workload, on-calls may be assigned as follows:

i) Up to 16 half-period on-calls per year.

ii) No more than 2 half-period on-calls may be assigned per week.

iii) No more than 1 half-period on-call may be assigned per day.

iv) On-calls may only be assigned during a teacher’s preparation period.
v) For the purpose of this article, On-calls are defined as any internal replacement of an absent teacher by another teacher, where teachers are absent from their assigned duties in order to spend time with students on curriculum-based activities such as retreats, field trips, extra-curricular activities, and for supervision of provincial testing if the testing occurs during the teacher’s preparation period.

vi) Notwithstanding v) above, a teacher may be assigned up to four (4) emergency on-calls in a school year. Emergencies shall be determined by the Principal. Emergency on-calls shall form part of the total number of on-calls which can be assigned to a teacher in a school year.

c) All unassigned time outside the duties defined in 15.01 a) and b) shall be available for teachers as preparation and planning time. Preparation and planning time is defined as planning lessons, planning curriculum, planning co-instructional activities, parental communication, team meetings, IPRC’s, evaluating students, in-service training, study and other appropriate professional activities approved by the School Principal.

d) A part-time teaching assignment shall be calculated as a percentage of a full-time teaching assignment and shall be prorated accordingly.

e) Subject to 15.02, every teacher shall be eligible to be assigned up to a maximum of 300 minutes per year of supervision during the student’s lunch period.

f) The Board will make every reasonable effort to have the assignment of teaching load, class size, teaching time, supervision duties, on-call duties and other related assignments done in a fair and equitable manner for all teachers.

g) When a guidance counsellor is requested by the Principal to work to assist students or the Principal in the week prior to the opening of school, the guidance counsellor shall be given compensating time to a maximum of three (3) days to be taken at a time mutually agreed by the Principal and the teacher. No teacher will be required to work outside the school year without his/her consent.

h) i) Secondary teacher shall be available to students in the classroom fifteen (15) minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time.

ii) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision/on-call time.

iii) The parties agree that supervision shall continue to be scheduled in a manner consistent with past practice.
15.02 LUNCH BREAK

a) The Board will provide Teachers with 40 minutes of uninterrupted lunch break as required by Regulation 298.

b) Notwithstanding the above, the principal may, with the consent of the teacher, or in exceptional or emergency situations, assign supervisory duties as required in this period.

15.03 PERSONAL FILES

a) A personal file is defined as any and all documentation the Board has regarding a teacher. A teacher shall have access during normal business hours to his/her personal file upon written request to the Director. A teacher shall also have access to his/her personal in-school data file. The teacher may copy any material contained in these files.

An appropriate board official shall be present when a teacher reviews his/her file and the teacher may be accompanied by an individual of his/her choice.

b) Where a teacher authorizes, in writing, access to that teacher’s personal 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.

c) Teachers shall receive copies of any materials placed in their personal files.

d) Copies of any document respecting the performance or conduct of a teacher shall be given to the teacher.

e) 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.

f) A teacher shall have the right to place material in the teacher’s files.

g) A teacher shall be entitled to append comments to any report.

h) Where the teacher appends comments to a Report, the Board shall provide a copy of the appended comments to all persons who received the original report.

i) If a teacher disputes the accuracy of the contents of the files, the teacher can request in writing the removal of the specified material.

15.04 RESIGNATION OR REDUNDANCY

a) A teacher may resign at any time with the mutual consent of the Board.

b) A teacher may resign by giving thirty (30) days’ written notice to the Board.

c) The Board shall guarantee that members of the Huron-Perth Secondary OECTA unit shall not be declared redundant, nor shall there be any lay-offs of secondary teaching staff for the term of this collective agreement unless it is required due to
a decline in enrolment or the reduction/elimination of program funding for positions funded through the Ministry funding. The Board and the Unit shall meet prior to any notices being forwarded to teachers.

d) Prior to communicating with teachers, the Board shall meet with the Association to disclose, if any, the anticipated number of surplus teaching positions for the next school year. Any teacher identified as potentially being impacted by a reduction in teaching staff will be notified by the Board, no later than April 30th. The Association shall be provided with the list of teachers who receive such preliminary notices.

e) In an effort to address programming needs and reduce the impact on staff if a surplus/deficit of teachers exists between the schools, the Board may invite interested teachers to consider a voluntary transfer. Such transfers would be in addition to the existing transfer provisions outlined in Article 17.

f) Subject to Article 15.05, the Board may terminate a teacher due to redundancy by giving written notice to the teacher by registered mail or via hand delivery by the Director of Education or designate on or before December 31st for the termination to be effective January 30th or on or before May 31st for the termination to be effective August 31st.

15.05 TEACHER TENURE, REDUNDANCY AND RECALL

a) A newly hired teacher who has less than two (2) years of experience as a teacher shall be a Probationary Teacher for two years. A newly hired teacher with two (2) or more consecutive years of teaching experience as a teacher shall be a Probationary Teacher for one (1) year. Once the Probationary period is completed and if the teacher remains in the employ of the Board, the Teacher shall be a Permanent Teacher.

b) Where Teachers with qualifications for special program and subject areas are required by the Ministry of Education or the Ontario College of Teachers, first consideration shall be given to those already on staff who are so qualified.

c) i) Seniority shall mean the length of continuous service in the secondary teacher Bargaining Unit.

ii) Notwithstanding c) i), for teachers in the Bargaining Unit on September 1, 2008, Seniority shall mean the length of continuous service with the Board or its predecessor Board(s) from the most recent date of hire for a position requiring a Teachers’ Certificate.

iii) For any teacher described in c) ii) who leaves the bargaining Unit and subsequently returns, seniority shall mean the length of continuous service in the secondary teacher Bargaining Unit.

d) For the purpose of this Article, continuous service shall include being on the recall list, exchange teaching, loan to DND, Association leaves, and any and all leaves/secondments taken with the approval of the Board, including leaves for lengthy illness.
e) For Teachers hired from another Board, from January 1986 to August 1991, their previous teaching experience shall be counted as having been gained with this Board for purposes of placement on the seniority list. For Teachers hired subsequent to August 1991, teaching experience gained with this Board or predecessor board shall be given priority for purposes of placement on the seniority list.

f) The Board shall distribute, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1987, to the Local Unit President and the Principal of each school, on or about January 1, the current seniority list. All Secondary teachers employed by the Board, including individuals referred to in Article 15.05 d), shall be placed on the seniority list.

g) i) Part-time teaching experience gained prior to September 1, 2008 will be prorated as a percentage of full-time taught for the purpose of placement on the Seniority List.

ii) For the purpose of placement on the Seniority list, there shall be no distinction between full-time and part-time teaching experience gained on or after September 1, 2008.

h) Designate Teachers From Coterminous Board of Education - Letter of Intent - Appendix "A-1" attached

i) Where reduction of teaching staff is necessary for any reason, reductions will, after the Board has taken into account Article 15.05 b) be made on the following basis and in this order:

   i) Normal attrition

   ii) Seniority

   iii) Total credit in the Ontario Teachers’ Pension Plan, plus recognition of credit for leaves of absence for which the teacher has not bought back credit.

   iv) 1) QECO rating
        2) Total number of qualifications held in subjects/division, including additional qualifications

   v) Any teaching experience in Ontario in a University, College or Private school and any teaching experience outside of Ontario in a University, College, Public school or Private school, but not including any teaching experience counted under 15.05 i) iii).

   vi) Where teachers remain tied following application of 15.05 i) v), the Executive Manager of Employee Relations shall draw lots in the presence of the Bargaining Unit President to break the remaining ties.

j) Teachers declared redundant in accordance with Article 15.05 b) and 15.05 i) shall be placed on a recall list in order of greatest seniority.
k) When the Board is in a position to hire a new teacher, the Board shall first offer the position to the Teachers on the recall list in the order established in Article 15.05 j) and subject to Article 15.05 b) and 15.05 l).

l) If a teacher does not have the necessary qualifications and the Ministry of Education approves the application for a Temporary Letter of Approval, the Board shall first offer the position to the Teacher on the recall list, provided the Teacher commits to obtaining the necessary qualifications within a reasonable time-frame determined by the Director of Education or the Ontario College of Teachers.

m) If a teacher on the recall list refuses a position offered within the bargaining unit, the teacher forfeits his/her right to recall unless the reason for refusal is acceptable to the Director of Education or designate.

n) Teaching positions which become available shall be offered to teachers on the recall list by verbal contact; however if the individual cannot be reached verbally, a registered letter shall be forwarded to the last known address. The teacher will be given ten (10) calendar days from mailing of the registered letter to respond.

o) It is the responsibility of the teacher to provide the Board a current address and telephone number.

p) If a teacher accepts a teaching position of less teaching time than previously held, immediately prior to termination, because no other teaching position is available, that teacher shall be offered the first teaching position available that matches or increases the teaching time held prior to termination subject to Article 15.05 b) and 15.05 l).

q) According to Article 12, Part A, Central Terms, a teacher’s name shall remain on the recall list for a period of thirty-nine (39) months, plus an additional twenty-four (24) months, from the last teaching day prior to termination subject to Article 15.05 m).

15.06 WORKERS’ SAFETY AND INSURANCE BENEFITS

WSIB shall apply according to Article 13, Part A, Central Terms, along with the following provisions:

a) When Worker’s Compensation is in effect, the difference in salary between the Teacher’s regular salary and the amount paid by the Worker’s Compensation shall be paid by the Board. The number of days deducted from statutory sick leave or reserve shall be in proportion to the percentage of Teacher’s salary paid by the Board. Submission made by the Board concerning an employee’s claim to the Work Place Safety and Insurance Board will be copied and forwarded to the employee.

c) The Board shall provide the unit President with a copy of the employer’s report of the injury or disease (Form 7) when submitting such form to the Workers’ Safety and Insurance Board.
15.07 REPORT CARDS

The Board shall provide the necessary training to assist new teachers in the preparation of report cards and to all teachers in the event that the Board changes the report card procedures or software. Such training shall take place during the instructional day exclusive of preparation and planning time and lunch. The Board shall consult with the Association on the timing and the content of such training.

15.08 ADVANCED PLACEMENT (AP) PROGRAMS

When the Board operates an Advanced Placement (AP) program in its secondary schools, teacher training for AP programs shall be job embedded and take place during the instructional day.

ARTICLE XVI: LEAVE PLANS

The Sick Leave/ Short Term Leave and Disability Plan shall apply according to Article 3, Part A, Central Terms, along with the following provisions:

16.01 SICK LEAVE/ SHORT TERM LEAVE and DISABILITY PLAN

a) It is the responsibility of the Teacher to present to the Director (or designate) a statement of accumulated unused sick leave being brought forward from the Teacher's last Board.

b) To qualify for an absence due to illness, the Teacher must record their absence due to illness on SmartFind Express. According to Article 3.7, Part A, Central Terms, a medical or dental doctor's certificate may be requested by the Board, and if there is a charge for the certificate, it will be paid by the Board.

c) When the Sick Leave/ Short Term Leave and Disability Plan has been exhausted, the Teacher shall request, with medical evidence, a leave of absence which shall be automatically granted for up to the remainder of that contract year. The extension of such leave shall be requested annually on or before May 1 with similar evidence. It is understood that such a request for a leave shall not be unreasonably denied.

16.02 JUROR, WITNESS, QUARANTINE

a) A teacher is entitled to salary despite absence from duty by reason of a summons to serve as a juror, or a summons to serve as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays the Board any fee, exclusive of travelling and living allowances, that the teacher receives as a juror or as a witness. The days shall not be deducted from the Sick Leave/ Short Term Leave and Disability Plan.

b) A teacher who cannot report to work due to a quarantine by order of the medical health authorities for which he/she is not ill, is entitled to salary despite absence from duties and the days shall not be deducted from the Sick Leave/ Short Term Leave and Disability Plan.
16.03 COMPASSIONATE LEAVE

a) A Teacher is entitled to leave without loss of pay for a period of up to five (5) days for the purpose of attending the funeral of a member of his/her immediate family (spouse, children, mother, father, brother, sister, grandmother, grandfather, grandchildren, guardian, brother-in-law, sister-in-law) or the immediate family of his/her spouse (mother, father, sister, brother, grandmother, grandfather, guardian). The Teacher will notify the principal of his/her absence.

b) A Teacher may be granted a leave with the approval of the Principal without loss of pay for a period of one (1) day for the attending of a funeral of any other relative not mentioned in a) above.

c) The Director may, at his/her discretion, allow a leave of absence of one (1) day without loss of pay to attend the funeral of a person not mentioned in a) or b) above.

d) The Director may, at his/her discretion, allow more time off for a), b) or c) above, subject to their respective conditions.

16.04 SPECIAL CIRCUMSTANCES

a) A Teacher with the Board may be entitled to a leave of one (1) day, with the approval of the Director, per examination, without loss of pay, for the purpose of writing an examination in an academic subject or the receiving of a degree.

b) A Teacher may be granted a leave for one (1) day, with loss of pay, under special circumstances approved by the Director.

c) A Teacher may be granted up to two (2) days leave, without loss of pay, for personal reasons approved by the Director, or designate. Each year the Director (or designate) shall meet with the Association President to review the requests for leave under this clause and the criteria used for granting and denying such leave.

d) The Director may, at his/her discretion, allow more time off for a), b) and c) above, subject to their respective conditions.

e) i) A full time Teacher is eligible for DISCRETIONARY LEAVE of three (3) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal.

ii) A part-time Teacher is eligible for DISCRETIONARY LEAVE of one and one-half (1 1/2) days without pay per annum, provided that twenty-four hour notice is given in advance to the Director of Education and the School Principal.

iii) Discretionary Leave shall not be taken to extend a holiday period.

iv) For purposes of this clause, a full-time Teacher and a part-time Teacher are as defined in Article 13.01 a) and b).
16.05 EDUCATIONAL IMPROVEMENT LEAVE

Educational Improvement leave may be granted on the recommendation of the following selection committee: two Teachers, two Trustees, and the Director, and with the approval of the Board.

a) i) The primary purpose of such leave will be the meeting of a need within the System.

ii) Proposals for study and/or research shall clearly outline the benefit(s) to the Huron-Perth Catholic District School Board and shall indicate the method(s) by which such benefit(s) may be disseminated throughout the System.

b) Proposals shall be submitted to the Director by January 15 of the year in which leave is desired.

c) Applicants shall have taught for five (5) consecutive years in the employ of the Huron-Perth Catholic District School Board.

d) An applicant granted such leave shall receive 75% of the salary which would ordinarily be received during the year in which leave is granted.

e) Educational Improvement Leave may extend to a maximum period of one (1) year.

f) The period of such leave will be considered as experience for the purpose of annual increment.

g) The granting of such leave will require the Teacher to sign an agreement to teach for the Board for two (2) years following completion of the leave or failing to comply with the requirement, to reimburse the Board for salary received during the period of leave.

16.06 PARENTHOOD LEAVE

a) PREGNANCY/PARENTAL LEAVE

The Pregnancy Leave SEB Plan from Article 14, Part A, Central Terms, shall apply along with the following provisions:

i) Pregnancy/Parental Leave shall be granted under the Employment Standards Act, 2002 or as amended from time to time.

ii) A Teacher shall be granted Pregnancy/Parental Leave during her first and subsequent years of employment with the Board.

iii) Pregnancy/Parental Leave shall be without regular pay.

iv) The Board shall pay its share of the Teacher’s benefits for the statutory period of Pregnancy/Parental Leave allowed under the Employment Standards Act.
v) The Board shall be under no obligation to make any contributions to the Teachers' Pension Fund on behalf of the Teacher. Statutory Pregnancy/Parental Leave granted under the Employment Standards Act shall count as teaching experience.

b) PATERNITY LEAVE

Leave of absence without loss of pay occasioned by and around the time of birth shall be granted to the father. Such leave shall be for a total of not more than four (4) days and shall be at the times mutually agreed upon between the Principal and the Teacher.

c) ADOPTION LEAVE

Where a Teacher officially adopts a child, he/she shall be granted a leave of absence under the same terms as contained in Article 16.06 a). For purpose of this article, article 16.06 b) shall apply equally to the mother.

d) EXTENDED PARENTAL LEAVE

The Board, at its discretion, may grant to a Teacher who requests in writing, a leave without pay. A teacher shall continue to accumulate seniority during the leave but the time shall not constitute experience for purposes of movement on the salary grid. Current benefit plans will be made available to a teacher while he/she is on an Extended Parental Leave subject to the teacher paying the full cost of these benefits.

e) FAMILY CARE LEAVE

The Board may grant to a Teacher who requests in writing, a leave without pay for up to one year for the purpose of family care leave. A teacher shall continue to accumulate seniority during such leave but the time shall not constitute experience for purposes of movement on the salary grid. Current benefit plans will be made available to a teacher while he/she is on a Family Care Leave subject to the teacher paying the full costs of these benefits.

f) FAMILY MEDICAL CARE LEAVE

According to Article 15.1, Part A, Central Terms, the Board shall provide Family Medical Care Leave as per the Employment Standards Act, 2002, to all teachers who provide a medical certificate to qualify.

16.07 SICK LEAVE GRATUITY

a) This plan shall apply to all full-time and permanent part-time Teachers employed by the Board.

b) A Teacher who has served with the Huron-Perth Catholic District School Board or its predecessor board for twelve (12) consecutive years and who has applied for a pension or commuted value under the provision of the Teachers' Pension Act, shall be entitled to a sick-leave gratuity on retirement.
c) The amount of the gratuity shall be calculated as follows:

\[ N \times S \]

\[ \frac{200 \times 5}{200 \times 5} \] - where \( N \) is the number of unused accumulated sick-leave credit days at the time of separation from the Board (maximum 200 days), and \( S \) is the final rate of salary at the date of separation from the Board.

d) The sick-leave gratuity will be paid following retirement in the following manner as requested by the Teacher

i) one payment

ii) four equal yearly payments

e) In the event that a Teacher dies after retirement but before having received the full sick-leave gratuity, the balance of any such gratuity shall be paid to the Estate of the Teacher.

f) In the event of death of a Teacher with a minimum of twelve (12) consecutive years full-time employment with the Board or its predecessor board prior to retirement, and where death occurs before retirement, the benefits of this plan shall be paid to the Teacher’s estate.

16.08 TEACHER-FUNDED LEAVE PLAN

a) A Teachers’ "self-funded leave plan" is established permitting a one (1) year leave of absence through deferral of salary to finance the leave. Any Permanent Teacher with the Board is eligible to participate in the plan (see Policy No. 3A:4 for application procedures).

b) \( S \) over \( Y \) plus 1 \((S/Y + 1)\)

where:

"S" equals the annual salary plus responsibility allowances if applicable;

"Y" equals the number of years in the plan; and

"1" equals the retained earnings to be paid in the year of leave.

The above calculation shall be made each year the Teacher is actively enrolled in the plan prior to the leave.

i) All applications for a \( S/Y + 1 \) plan must clearly state both the number of teaching years prior to taking leave and the date the leave is to commence. In all cases, the year of leave will be the last year of the plan.

ii) The Board shall retain the amount calculated as "1" above in each year of active enrolment in the plan prior to the year of the leave in a joint savings account (in trust) of the Teacher and the Board (at the Bank with which the Board deals). The savings shall be withdrawn with accumulated interest and paid to the Teacher to help finance the year of leave in a manner that the number of payments will not exceed that contained in Article 10.00 in the Teacher-Board Agreement.

iii) All other conditions and procedures as contained in Policy 3A:4 shall apply.
c) The Board will pay its share of the cost of employee benefits for the Teacher during the year leave.

d) Due to Canada Revenue Agency rules, teachers must return to work for a period at least equal to the length of the leave.

16.09 ASSOCIATION LEAVE

a) Upon written request, the President of the Huron-Perth O.E.C.T.A. Unit shall be granted leave from educational duties to perform Association business at the local and/or provincial levels, provided that such notification is delivered to the Director on or before May 1. The President may delegate a portion of his/her release time to another Unit Officer, in which case a mutually agreeable schedule will be worked out between the Director or designate and the President of the O.E.C.T.A. Secondary Unit.

b) 100% of his/her full-time equivalent salary, benefits and responsibility allowance, if any, and the OECTA President's responsibility allowance shall be paid by the Board to the President during the period of the leave in a manner consistent with the Collective Agreement.

c) Full sick leave shall be credited during the secondment. Any unused sick-leave credits accumulated prior to and during the period of the Presidency shall be available upon return to educational duties. Seniority shall accumulate during this secondment.

d) It is understood that no special status can be provided that does not apply equally to any other teacher returning from leave but, where possible, the President will be returned to the position previously held within the school system except where an agreement for a transfer or change of position has been reached by mutual consent.

e) The Board shall be reimbursed by O.E.C.T.A., Huron-Perth Unit, for the time used for Association business in 16.09 a) based on the actual cost of the President's salary, benefits, and responsibility allowances, if any, and the full amount of the O.E.C.T.A. President's responsibility allowance.

f) In addition to the President's leave from educational duties, up to seventy-five (75) days may be allocated to Unit members on a random basis for the purpose of Association business at the local and/or provincial levels. The President of the local unit will notify the Director at least forty-eight (48) hours prior to individual leaves taking place.

It is understood that this constitutes the sum total of days available to the Unit for the purpose of Association business at the local and/or provincial levels. It is further understood that in addition to the seventy-five (75) days, days will be made available for Association involvement in conciliation, mediation and arbitration at the local level as necessary.

"g) It is understood that the Board shall be reimbursed by the Huron-Perth O.E.C.T.A. Unit for all release time used under Article 16.09 f) for any Association Business, local or provincial, by members of the Unit based on the cost to the Board of replacement, unless indicated otherwise by the Director of Education."
h) The Board agrees to collect from payroll, any levy requested by the President of the local Unit of O.E.C.T.A. limited to one (1) annually. This local levy shall be deducted from the regular pay of individuals who submit a signed form authorizing the Board to deduct the levy specified. It will be the responsibility of the Unit to collect and submit to the Board the signed authorization forms for this purpose.

i) i) The Board recognizes the appointment of one Association representative at each school and/or board site.

ii) The Principal or Vice-Principal, or where appropriate, the supervisory officer shall invite the Association representative to attend any meeting with a teacher where the purpose of the meeting is for disciplinary action or which may be deemed to be disciplinary.

iii) Notwithstanding the above, a teacher may request the attendance of the Association representative at any meeting with the administration of the Board or school.

iv) The meeting shall be held during the regular workday. If the meeting is held during the instructional time of the teacher or Association representative, they shall be relieved of their assignments to attend such meeting.

v) The teacher and the Association representative shall suffer no loss of pay or any other entitlement as a result of such attendance.

16.10 JOB SHARING

The Board encourages Teachers who may be willing to consider Job Sharing to make their intentions known in writing to the Director of Education on or before February 15 to be considered for the following school year.

16.11 PLACEMENT UPON RETURN FROM LEAVE

Subject to Article 15.05, a Teacher returning from a Leave plan will return to an equivalent position in a secondary school operated by the Board.

16.12 LEAVE WITHOUT PAY

The Board, at its discretion, may grant a leave without pay for a period not to exceed two (2) years, provided the teacher makes a request in writing by May 15 for leaves to commence on September 1, or three (3) months prior to commencement of the leave if the leave is to commence at another date. A teacher shall continue to accumulate seniority during such leave, but the time shall not constitute experience for purposes of movement on the grid. Such leave shall not be unreasonably refused. Current benefit plans will be made available to the teacher provided the teacher pays the full cost of the benefit premiums.
ARTICLE XVII: SECONDMENT, TRANSFER AND POSTING

17.01 SECONDMENT

a) A Teacher may apply in writing to the Director of Education or designate requesting a secondment to the Elementary panel for the purpose of gaining experience.

b) This secondment shall be for a period of up to three years, each year being renewable with the consent of the Director and the Teacher.

c) A Teacher on secondment as outlined in Article 17.01 a) and 17.01 b) shall continue to accrue seniority on the Secondary Teacher Seniority list and shall receive salary and benefits as outlined in the Secondary Collective Agreement, however working conditions will be those outlined in the Elementary Collective Agreement.

d) An Elementary Teacher may be seconded to the Secondary panel provided there has been no declaration of redundancy at the Secondary level.

e) A teacher may not be transferred or seconded from the Secondary to the Elementary panel without the mutual consent of the Teacher and the Director.

17.02 TRANSFERS

a) Where the teacher is to be transferred through a Board-initiated transfer from a school in one municipality to a school in another municipality, the board agrees to notify the teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this paragraph prevents the transfer of a teacher at any time by mutual consent of the board and the teacher.

b) Where a Board Initiated transfer will locate a teacher beyond a thirty-two kilometre radius from the teacher's present location of residence, the board will pay the cost of moving the teacher's personal and household effects to the new residence, or pay a travel allowance for the return distance from the teacher's new school to place of residence (within the counties) less thirty-two kilometres each way, for a period not exceeding five (5) years. Should the teacher's place of residence be beyond the board's jurisdiction, the county line shall be considered "residence" for purposes of distance measurement.

c) The board will grant two (2) days leave of absence to a teacher being transferred according to 17.02a), with pay, for the purpose of seeking new residence.

d) Teachers are encouraged to notify the Director in writing their desire for any change in their teaching assignment by February 2 for the following school year including positions that are not currently available.

e) Teachers currently in the employ of the Board who have notified the Director as per 17.02 d) shall be given first consideration for placement into new and vacant positions prior to the assignment of new hires subject to the requirement of the Board for defined programs.
f) The Board may invite teachers to consider a voluntary transfer and such voluntary transfers shall be in accordance with 15.04 e).

17.03 POSTING

a) The board agrees to post, all teaching vacancies for five (5) days, including positions of added responsibility.

b) A vacancy is defined as a teaching position within the bargaining unit which may become available due to attrition, growth, transfer, or newly created positions.

c) Applications must be received in writing by the Director of Education (or designate) prior to the closing date indicated on the posting.

d) The Board shall not hire externally to a full-time vacancy if a part-time teacher has requested to increase his/her teaching assignment by February 2 of the current school year and the vacancy is in an area within the teacher’s qualifications.

17.04 When a new teaching job classification is created, the Board and the Association will meet to discuss the position requirements, prior to the position being posted.

ARTICLE XVIII: GRIEVANCE PROCEDURES

18.01 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to grievances which may arise from time to time.

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

b) i) **Individual Grievance:** a grievance lodged by the Association on behalf of an individual teacher.

ii) **Group Grievance:** Where the Association has individual grievances on behalf of more than one teacher arising from the same set of circumstances, such grievances may be combined and submitted collectively as a group grievance. Group grievances shall commence at Article 18.04 b) of this Grievance Procedure.

iii) **Policy Grievance:** a grievance submitted by the Board alleging a violation by the Unit, its officers, a Teacher or a group of Teachers, or a grievance submitted by the Unit which affects one or more of the Teachers. A policy grievance by the Board shall commence at Article 18.04 b) and the local President of the Unit shall be substituted for the Director of Education in this step. A policy grievance by the Secondary Unit shall commence at Article 18.04 b).
c) An individual grievance may be grieved on behalf and with the consent of a Teacher by the Unit grievance officer, an agent or legal counsel.

d) At any stage during the grievance procedure the teacher grievor(s) may at his/her choice have the Association either accompany the teacher(s) and/or act on their behalf.

18.03 Failure at any time by the grievor to adhere to the time limits will result in the grievance being dropped. The time limits may only be extended by mutual agreement of the parties in writing.

18.04 a) If a Teacher has a question arising out of this collective agreement, he/she shall first discuss this matter with his/her immediate supervisor within 14 consecutive school days following the event giving rise to a dispute. In circumstances where this matter is clearly beyond the immediate supervisor’s jurisdiction, the first step (18.04 a)) may be waived. The immediate supervisor will give a reply to the Teacher within 14 consecutive school days.

b) Should the immediate supervisor’s reply be unsatisfactory, the Association shall refer the matter to the Director of Education within 14 consecutive school days after receiving the supervisor’s reply, by submitting in writing a concise statement of the grievance and the redress sought. In the case of a policy or group grievance, this statement of grievance shall be submitted within 14 consecutive school days following the event giving rise to a dispute.

c) The Director of Education shall meet with the Association within seven (7) consecutive school days of the receipt of the statement of the grievance. The Director of Education shall provide a written response to the grievance within seven (7) consecutive school days of the meeting.

d) If, in the opinion of the Association, the grievance remains unresolved by the decision of the Director of Education, the Association may, within fourteen (14) consecutive school days, submit a concise statement of the grievance and the redress sought to the Chairperson of the Board.

e) The Chairperson of the Board will invite the grievor to make a presentation to a Committee-of-the-Whole (in camera) meeting of the Board within fourteen (14) consecutive school days of receiving, from the grievor, the concise statement of the grievance and redress sought. Within fourteen (14) consecutive school days of the meeting, the Chairperson of the Board shall give the written decision to the grievor.

f) If the grievance remains unsettled, either party (The Secondary Unit or the Board) may request in writing within fourteen (14) consecutive school days of the Board’s decision that the matter be referred to Ministry of Labour through the grievance mediation service. This step may be waived by either party for the purpose of proceeding immediately to arbitration.

g) If, after grievance mediation with the assistance of the Ministry of Labour, a grievance remains unsettled, either party (the Secondary Unit or the Board) may within fourteen (14) consecutive school days submit the grievance to arbitration under the procedure outlined in the Ontario Labour Relations Act, section 49, and notify the other party in writing of the referral to arbitration.
h) Where the timeline for a meeting or a response would expire in a different school year from the school year in which the grievance arose, the parties shall mutually agree in writing on a schedule to apply during the summer months.

18.05 Both parties will be responsible for their own expenses during all of the grievance procedures. The Boards shall be reimbursed by the Secondary Unit for the release time used by its membership during the grievance procedures based on the actual costs of the members' salary, benefits, and responsibility allowance. The expenses of the Chairperson of an arbitration shall be shared equally by the Board and the Secondary Unit. No costs of any arbitration shall be awarded to or against either party.

18.06 The arbitrator shall not by his/her decision add to, delete from, modify or otherwise amend the provision of this Agreement.

18.07 Notwithstanding the procedure above, the parties have access to Section 50 of the Ontario Labour Relations Act, 1995.

ARTICLE XIX: ASSAULT
19.01 As per Board Policy 3A:20. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit.

ARTICLE XX: HARASSMENT
20.01 As per Board Policy No.3A:18. It is understood that the Board may amend this policy from time to time. Amendments that affect teachers would only take effect after receiving the approval of the Executive of the Secondary Unit.

ARTICLE XXI: NEW TEACHER INDUCTION PROGRAM
21.01 a) It is understood that the New Teacher Induction Program (NTIP) shall be as described in the NTIP Induction Elements Manual (2010) as amended from time to time.

b) The mentorship aspect of NTIP is non-evaluative.

c) The role of the mentor is voluntary for experienced teachers.

d) The choice of a mentor shall be by mutual agreement of the new teacher and the mentor.

e) The Mentorship relationship shall terminate in the event that the new teacher receives an "unsatisfactory" rating on the new teacher's Summative Report. Either the new teacher or the mentor may end the mentorship relationship at any time in the process by informing the Principal.

f) All elements of the New Teacher Induction Program shall be embedded in the instructional day.
ARTICLE XXII:

22.01 IN WITNESS WHEREOF the Board and the Secondary Unit have caused this Agreement to be signed in their respective names by their respective representatives duly authorized in that behalf, this _____ day of ____________________, 2016 at Dublin, Ontario.

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

___________________________________________

___________________________________________

AUTHORIZED REPRESENTATIVES OF SECONDARY UNIT
HURON-PERTH OECTA

___________________________________________

___________________________________________
Letter of Understanding
BETWEEN
The HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter “the Board”)
- and -

The HURON-PERTH SECONDARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

(hereinafter “the Association”)

Re: Delegation of Authority
The parties agree to the following with respect to Part XIII, Behaviour, Discipline and Safety, Section 300.1 of the Education Act:

In accordance with the Education Act and Policy and Program Memorandum 145, a principal of a school may delegate limited authority to a teacher assigned to the school to carry out only the required actions under the Act, in accordance with Board Policy 3D:10 (Progressive Discipline and Student Conduct) and with the conditions outlined herein.

1) All provisions of the collective agreement continue in force upon the delegation of authority. A teacher who is delegated authority by the principal will be considered to be a Teacher Designate as per Article 14.09.

2) By September 30 each year:
   (a) School principals shall invite all teachers to express interest in the role of Teacher Designate as outlined in Article 14.09. Teachers to be designated shall be determined by the principal.
   (b) Teachers who may be delegated authority by the principal shall receive one-half (0.5) day of in-service during the instructional day. A copy of the in-service materials shall be provided to the Association by October 15th each year. The agenda of the in-service shall include, but not be limited to, the following:
      • a review of the Board policy and procedure with respect to Delegation of Authority, including the restrictions, limitations and conditions of the authority delegated by the principal;
      • a review of Board policies relevant to the security of students and staff.

3) A principal shall not delegate authority to a teacher without his/her written consent. Delegation of authority to a Teacher must be in writing (using the attached form). The Principal’s request and the teacher’s consent may be issued via an email exchange, with the attached form signed as soon as possible following the delegation.

4) The principal must notify the teacher in writing on each day that he/she has been delegated authority. The Board shall provide the Association with copies of all notices of delegation of members of the bargaining unit from all schools/work sites on a monthly basis.

5) It is understood that the Board’s liability policy would respond to cover any employee while he or she is acting within the scope of his or her duties, in good faith, on behalf of the Board.

6) A teacher who is delegated authority by the principal shall not evaluate, or be expected to report on, another member of the bargaining unit except where required by law.

7) The school staff will be advised by email when and to whom administrative responsibilities have been delegated.
DELEGATION OF AUTHORITY FORM  
Secondary Teachers

To   [insert name of teacher]                Date  [insert date]
From [insert name of administrator]
Re    Delegation of Authority

You have been delegated authority as Teacher Designate, pursuant to section 300.1(1)(b), consistent with this memo and for the time period referenced in this document. All rights contained within the collective agreement with respect to the role of Teacher Designate continue in force.

When the principal and vice-principal (if applicable) are away from the school, the principal can be reached by cell phone at [insert cell #], and the vice-principal may be reached by cell phone at [insert cell #]. The superintendent of education may be reached at [insert phone #].

In the event of an emergency, if you are unable to contact any of the parties named above, please call the Board Office at 519-345-2440 and the receptionist will put you in contact with another supervisory officer to assist you.

As part of the duties of Teacher Designate, you are being delegated responsibility for the following:

(1) Receiving reports from Board employees and transportation providers about serious incidents for which suspensions or a recommendation to expel might be made and communicating this information to a school administrator at the earliest opportunity; decisions regarding suspension or recommendations regarding expulsion do not fall within your delegated authority.

(2) Collecting relevant information to share with the administrator when a suspension or expulsion might be considered;

(3) Reporting incidents for which a suspension or expulsion might be considered to an administrator at the earliest opportunity; completing the Safe Schools Incident Reporting Form;

(4) Contacting the principal or supervisory officer in the case where a student(s) has been harmed or injured as a result of an activity for which suspension or expulsion must be considered, so that the principal or supervisory officer may provide direction as to making contact with the parent/guardian of the student(s); any information shared with parents must be limited to the nature of the harm to the student and the nature of the activity resulting in harm; no teacher shall be delegated the authority to discuss the nature of any disciplinary measures taken in response to the activity.

(5) Following up with the students involved, as appropriate, for incidents that are unlikely to lead to a suspension or expulsion;
(6) Contacting the police and/or emergency services (in accordance with the Police and School Response Protocol) and, as soon as possible, advising the principal or supervisory officer; in such cases, the principal, vice-principal or a supervisory officer will endeavour to report to the school.

You must exercise your authority in accordance with the Education Act, Board policies and procedures, including the principles of equity set out in Ontario’s Equity and Inclusive Education Strategy and the Human Rights Code of Ontario, which has primacy over the Education Act and the Board policies and procedures. It is understood that any action or complaint that may arise as a result of a teacher exercising this authority will be subject to the provisions of article 3.02 (Teacher Rights) of the Collective Agreement.

Your authority with respect to these matters shall be effective on [insert date]. Such authority shall cease upon the return to the school of an administrator.
This will confirm our agreement that, subject to the provisions of Bill 30 and its subsequent Regulations, any such transferred employee entering the employ of this Board shall:

1) Retain the status he/she had with the coterminous Board of Education as either a permanent or probationary employee;

2) Continue to receive at least the salary he/she was receiving from the coterminous Board of Education immediately prior to the transfer (hereinafter referred to as "being red-circled"), and

3) Retain the seniority that he/she has with the coterminous Board of Education immediately prior to the transfer and, subject to (1) above, continue to accumulate seniority with this Board in accordance with the Collective Agreement between the Board and your Associations.

If a transferred employee is still on probationary status at the time he/she enters the employ of the Board, the Board will assess such employee for permanent status within the same time frame covering the employee at the coterminous Board of Education.

If a transferred employee entering the employ of the Board is "red-circled", as described in (2) above, such "red-circling" will continue until such time as the salary scale of the Board equals or exceeds the salary such employee would have received from coterminous Board of Education immediately after the transfer for a period of one year. Thereafter, such employee will be paid according to the appropriate Board salary schedule.

The seniority accumulated at a coterminous Board of Education by a transferred employee, and which may be retained under (3) above, may only be used by such employee for that purpose. Likewise, no employee hired by the Board prior to the beginning of the implementation process shall be laid off as a direct result of a transfer of an employee(s) from the coterminous Board of Education.

William Eckert
Director of Education
Letter of Understanding Re: Homework Club Moderator “Appendix A-2”

The Huron-Perth Catholic District School Board and the Huron-Perth Secondary Unit of O.E.C.T.A. agree to the following provisions, effective September 1, 2006:

1. Each secondary school shall have a Homework Club program.
2. The Homework Club program is not a part of the regular day school program and is not an extension of the regular school day.
3. The Homework Club shall not run outside of the school day.
4. The Homework Club Moderator shall be a teacher, according to the Education Act.
5. There shall be at least one (1) Homework Club Moderator assigned to each school.
6. The Board shall make appointments to the position of Homework Club Moderator for a term of one (1) year.
7. When the position(s) of Homework Club Moderator is/are to be filled, a request for applications shall be posted and circulated throughout the secondary schools.
8. No teacher shall be appointed as a Homework Club Moderator without his or her consent.
9. The Homework Club program shall run for two hours per week on a schedule that is mutually agreed upon by the Homework Club Moderator and the Board.
10. The teachers appointed as Homework Club Moderators shall be compensated at the Continuing Education rate defined in Article 12.04.
11. The position of Homework Club Moderator is a part of the Huron-Perth Secondary Unit of O.E.C.T.A. and is subject to all terms and conditions of the Collective Agreement between the parties.
12. Either party to the Collective Agreement may cause this Letter of Understanding to be deleted from the Collective Agreement thirty (30) days after written notification to the other party.
13. The parties agree that the deletion of this Letter of Understanding, according to item 12 above, shall result in the termination of the Homework Club or any similar program, subject to the agreement to a new Letter of Understanding between the parties.
Conditional upon approval by the Lieutenant Governor-in-Council, the parties will meet by March 1, 2010 to determine the allocation of the Huron-Perth Catholic District School Board’s share of the benefit enhancement funding in accordance with the Provincial Discussion Table Agreement.

The Board shall provide the information outlined in the attached letter to the Unit President no later than September 30, 2009.
Letter of Understanding Re: Staff Meetings

"Appendix A-4"

Except in the case of emergencies, school staff meetings scheduled outside of the instructional day shall be held not more than once per month during the school year and shall not extend beyond one hour. The annual schedule of staff meetings shall be distributed to teachers on the first day of school.

The agenda for a school staff meeting shall be distributed to all teachers at least two (2) school days in advance. If the agenda is not distributed before this time, the staff meeting shall be cancelled.
Conditional upon approval of the Lieutenant Governor-in-Council to provide new funding in GSN to support the expansion of secondary programming, the Board will hire the full complement of additional funded Secondary Teachers as follows:

Effective the commencement of the second semester of the 2008-09 school year: 0.19 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2009 school year: 0.38 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2010 school year: 0.70 teachers per 1,000 secondary students

Effective the commencement of the September 1, 2011 school year: 1.02 teachers per 1,000 secondary students

Effective August 31, 2012: 1.35 teachers per 1,000 secondary students

The Joint Staffing Committee will be engaged in the allocation of this additional staffing.
Letter of Understanding Re: Ontario Student Success Initiative Program “Appendix A-6”

Teachers assigned to teach programs included in the Ontario Student Success Initiative shall be responsible for the development of materials and delivery of instruction in the program.

The Board shall provide to the Joint Staffing Committee staffing and funding information related to all such programs.

A secondary school’s Average Daily Enrolment in “Dual Credit” courses shall be included in the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.
EXTENSION AGREEMENT
(“The Agreement”)

BETWEEN:

ONTARIO CATHOLIC SCHOOL TRUSTEES ASSOCIATION
hereinafter: “OCSTA”

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION
hereinafter: “OECTA”

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of 2014-17 collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period of September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. Therefore the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OECTA and by OCSTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 4, 2017.

3. Central and local terms of the 2014-17 collective agreements including Letters of Understanding/Agreements having application during the term of that 2014-17 collective agreement shall continue in force and effect for the term of this Agreement. However, where a central term or local term or Letters of Understanding/Agreements have an expiry date, the expiry date will be extended by two years. This is without prejudice to the continuing effect, if any, of Letters of Understanding/Agreements and/or Minutes of Settlement not part of a 2014-17 collective agreement.

SUBJECT TO ERRORS AND OMISSIONS 2017-01-26 16h30
4. The extended collective agreement shall continue to consist of two parts. All provisions of Part A and Part B of the 2014-17 collective agreement shall continue until August 31, 2019 without amendment, except as noted herein.

5. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

6. **COMPENSATION**

School boards shall adjust their 2014-17 collective agreement salary grids, wage schedules and position of responsibility allowances, only in accordance with the following schedule:

- September 1, 2017
  - 1.5%
- September 1, 2018
  - 1%
- February 1, 2019
  - 1%
- August 31, 2019
  - 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OECTA agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

**Method of payment for September 1, 2017 lump sum:**

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all employees of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees on a statutory leave for any part of the 2016-17 school year will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be calculated as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave for any part of the 2016-2017 school year, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017 as if they earned their normal salary/wage for the period of the time on the deferred salary leave.

The lump sum payment shall be provided by November 1, 2017.

**SUBJECT TO ERRORS AND OMISSIONS 2017-01-26 16h30**
For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year. August 31, 2019 is intended to reflect the day preceding the start of the 2019-2020 school year.

The parties agree that, if the percentage increases in aggregate for general salary, wages, allowances and lump sum payments are less than the aggregate percentage increases for those payments agreed to at any other teacher table(s) for the years 2017-18 and 2018-19, the increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to OECTA members. This provision is not applicable to the adult day school teachers’ provisions.

7. BENEFITS

Effective September 1, 2017, inflationary increases shall be provided in each of the following years:

- September 1, 2017: 4%
- September 1, 2018: 4%

There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE and the funded amount per FTE as of September 1, 2017. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019. Notwithstanding the above, effective September 1, 2019 the funded amount per FTE shall not be less than $5,580.95.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OECTA ELHT’s financial statements for OECTA members, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with article 4.1.2 of the Benefits Letter of Agreement #5 in the 2014-2017 agreement on central terms.

The parties agree to amend the Letter of Agreement #5 re. Benefits of the 2014-17 Agreement on Central Terms to replace the sentence “The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than August 31, 2017” with the following: “The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than February 1, 2018.”

8. SYSTEM INVESTMENTS

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system.
investment in 2017-2018 which will continue in the 2018-2019 school year, to be prioritized for teachers to support students in need, consistent with local needs and priorities.

The amount for the English Catholic system for each of the 2017-18 and 2018-19 school years is $33,462,209 with $22,365,108 to be allocated to the elementary panel and $11,097,101 to be allocated to the secondary panel, consistent with the attached chart. The total number of teachers generated by these amounts shall be 335.3 FTE teachers. In the event that there is no secondary panel, the entire amount and the total number of teachers shall be allocated to the elementary panel.

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2016-2017 school staffing levels. Five working days prior to the JSC meeting, the board shall provide, to the members of the JSC areas of student need, where it is believed that additional qualified teachers are required to provide student support, from among the following:

a) Early Years students with special education needs
b) Students in grades 1 to 12 with special education needs
c) Indigenous students
d) Students in grades 1 to 12 who are potentially ‘at risk’
e) Support for student transitions
f) English language learners
g) Reduction of cross divisional combined grades and secondary multi-level courses

The positions required to provide student support shall not include co-ordinators, consultants or student success teachers.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2017-2018 staffing year.

In the event that there is no agreement, the positions shall be allocated from items a, b, c or d above.

By April 15, 2017, or as otherwise agreed, the JSC shall confirm the allocation of the positions resulting from the board’s portion of the system investment. The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board’s allocation of the system investment, for the 2017-2018 school year, which shall be limited to:

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

SUBJECT TO ERRORS AND OMISSIONS 2017-01-26 16h30
The Board's selection shall be made reasonably and based solely on the objective criteria, listed in the posting.

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

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment by October 31st.

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

9. School boards and bargaining units for which OECTA is the bargaining agent without a 2014-2017 collective agreement shall apply the terms of the Extension Agreement, following ratification of their 2014-2017 collective agreements. For those boards and bargaining units the terms of this Extension Agreement shall apply retroactively, if necessary, to September 1, 2017.

Signed at Toronto, this 26th day of January, 2017.

OECTA

[Signatures]

OCSTA

[Signatures]

SUBJECT TO ERRORS AND OMISSIONS 2017-01-26 16h30
## Breakout of OECTA Investments

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*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive.

1) Estimate assumes 2/3 for elementary and 1/3 for secondary. Actual staffing will depend on local decisions.

2) Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board adjusted for all increases proposed for 2017-18.

3) Based on best available information at this time, figures are subject to change as updated information becomes available.
Salary Grid 2016-2017

Effective the 98th day of 2016-2017:

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# Extension Agreement 2017-2019

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**Con. Ed.**

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