Collective Agreement

Between

The Halton Catholic District School Board

And

The Ontario English Catholic Teachers’ Association
Halton Secondary Unit

September 1, 2012 – August 31, 2014
Attended is a copy of the 2012-2014 collective agreement which has been filed by the Association in accordance with Section 90 of the Ontario Labour Relations Act. These documents form and are part of the 2012-2014 collective agreement.

Table of Contents

- The terms of 2008-2012 collective agreement, updated to reflect the locally-negotiated changes for the 2012-14 collective agreement
- The Minister’s letter of January 2013 or Order in Council, whichever is appropriate
- The July 5, 2012 OECTA Memorandum of Understanding
- The May 17, 2013 OECTA Memorandum of Understanding Update including all clarifications

and,

without limiting the foregoing the 2010 Benefit Enhancements are provided for ease of reference where they have not already been included in the above

and,

without limiting paragraph N of the July 5, 2012 Memorandum of understanding the following local interim agreements/memoranda of settlement / grievance resolutions that were made between 2008 and now are included for ease of reference

1. MOS – Sick Day Deductions for Partial Day Absences
COLLECTIVE AGREEMENT

2012-2014

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

AND

THE STATUTORY MEMBERS OF THE ONTARIO ENGLISH
CATHOLIC TEACHERS' ASSOCIATION HALTON SECONDARY UNIT

EMPLOYED BY THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

EFFECTIVE

SEPTEMBER 1, 2012 TO AUGUST 31, 2014

Locally Negotiated Changes
2012-2014
AGREEMENT

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the “Board”)

AND

THE STATUTORY MEMBERS OF THE ONTARIO ENGLISH CATHOLIC TEACHER’S
ASSOCIATION SECONDARY UNIT EMPLOYED BY THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the “Unit”)

IN WITNESS WHEREOF the Board and the Unit have caused this Agreement to be signed by their respective names by their respective representatives duly authorized on their behalf.
PREAMBLE

WHEREAS, it is the common goal of the Halton Catholic District School Board and its Teachers to facilitate the optimum development of each child in accordance with each individual’s potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board and its Teachers, as representatives of the parents, are entrusted with developing a school system of spiritual and academic growth and committed to a philosophy of Catholic education whose values are communicated by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its Teachers maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its teachers and their agencies, associate bodies or representatives to agree upon any interpretation of this Collective Agreement,

IT IS the intent of the Halton Catholic District School Board and its Teachers to set forth in this Agreement the salaries, allowances, benefits and those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and the Halton Secondary OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes, and increase confidence in publicly funded education.
ARTICLE I RECOGNITION

1.01 The Association is recognized as the exclusive bargaining agent for every Part X.1 teacher, as defined by the Education Act, other than occasional teachers, who are assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time.

1.02 (a) The Board shall recognize the right of the Association to appoint and to authorize representatives of O.E.C.T.A. Halton Secondary Unit, to represent all secondary teachers and to negotiate on its behalf.

(b) The Board will release up to eight (8) members of the Bargaining Unit to meet with representatives of the Board to negotiate the renewal of the Collective Agreement.

1.03 Teachers employed to teach Continuing Education shall be governed by the terms and conditions set out in Article XXX and the terms of this Agreement shall not apply to them except as specifically indicated to the contrary.

1.04 The terms of this Agreement shall apply to all secondary teachers referred to in Article 1.01 who are employed by the Board unless specifically stated otherwise herein.

ARTICLE II DURATION AND RENEWAL

2.01 This Agreement becomes effective on September 1, 2012, and shall remain in effect until August 31, 2014, and from year to year thereafter unless notice in writing is given by either party to the other by March 1st, 2014, or March 1st in which this collective agreement remains in effect thereafter, of that party’s desire to amend or terminate this Agreement. The parties shall meet to commence bargaining within 30 days from delivery of the written desire to bargain from one party to the other.

2.02 The Board agrees to make available to the authorized teacher representatives the level placement of each teacher employed by the Board as of January 1st of each school year and further updates for any new hires on a monthly basis thereafter.

2.03 Changes to this Agreement, during its lifetime, may be made by mutual agreement in writing by the authorized parties concerned. Such change(s) shall be binding on both parties, effective the date of the change(s).

2.04 There shall be no strike or lockout during the term of this agreement or of any renewal of this agreement. The term “Strike” will be as defined in the Education Act. The term “Lockout” will be as defined in the Labour Relations Act, 1995.

ARTICLE III DEFINITION OF LEVELS

3.01 Subject to the other sections of this Article, placement of teachers as of August 31, 2004 shall be determined in accordance with "Q.E.C.O." Teachers' Qualifications Evaluation Program "5" (hereinafter referred to as "Q.E.C.O. 5").

3.02 (a) Teachers shall submit to Human Resources Services within their initial year of employment,
their applicable Q.E.C.O. Statement(s) or Letter(s) of Evaluation or proof of submission to Q.E.C.O. of their request for professional qualification documentation from the Qualifications Evaluation Council of Ontario (Q.E.C.O.)

(b) Any teacher whose qualifications have not been evaluated by "Q.E.C.O." shall be appraised by the Executive Officer, Human Resources Services, and shall be assigned to the category placement "A" or "A1" whichever is applicable until such time as the "Q.E.C.O." evaluation has been received by the Executive Officer, Human Resources Services. On receipt of the "Q.E.C.O." evaluation, it is understood that necessary level adjustments and payment shall be made retroactive to September 1st, of the current school year or to the date of employment subsequent to September 1st of the current school year, whichever is applicable.

3.03 (a) Persons employed as teachers on Letters of Permission without College of Teacher Registration or without a university degree recognized for admission to Ontario faculties of education shall be placed at the minimum of Category "A". No annual increment will be allowed.

(b) Persons employed as Teachers on Letters of Permission without College of Teacher Registration or who hold a university degree recognized for admission to Ontario faculties of education will be placed at the minimum of Category "A1". No annual increment will be allowed.

(c) The Board shall provide the President of the Halton Secondary Unit, O.E.C.T.A., with information on new teacher hires and those on a Letter of Permission as per article 16.03.

3.04 A teacher, who has met all the conditions required for a certificate of higher standing, is entitled to an adjustment of salary commencing either September 1st or January 1st, provided that the following conditions are met:

(i) To qualify for a September 1st adjustment, the teacher must have completed course requirements prior to September 1st and must submit a letter to the Executive Officer, Human Resources Services, with a copy of the Q.E.C.O. "5" Statement of Letter of Evaluation, or a confirmation notice from Q.E.C.O. that the teacher’s application is currently being processed, by December 31st of that year. Payment will be made retroactive to September 1st. Late submissions to the Board will be processed under (ii) below.

(ii) To qualify for a January 1st adjustment, the teacher must have completed course requirements prior to January 1st and must submit a letter to the Executive Officer, Human Resources Services, with a copy of the Q.E.C.O. "5" Statement of Letter of Evaluation, or a confirmation notice from Q.E.C.O. that the teacher’s application is currently being processed, by April 1st of that year. Payment will be made retroactive to January 1st. Late submissions to the Board will be processed under (i) the following year.

3.05 The teacher shall be responsible to request a salary adjustment. The Q.E.C.O. Program "5" Statement or Letter of Evaluation must be presented by the teacher to the Executive Officer, Human Resources Services, when requesting a category change in accordance with the timelines contained in 3.04 above.
ARTICLE IV EXPERIENCE

4.01 (a) Subject to Article XXVII, experience means acceptable teaching experience gained through a contractual commitment between a certified teacher and a school Board prior to August 31, 1998 or employment as a full time regular secondary or elementary teacher employed by a recognized school board after August 31, 1998. For purposes of clarity, experience as a continuing education teacher or as an occasional teacher shall not be included, excepting only that experience as a long term occasional teacher, employed by a recognized school board, in an assignment which lasts more than 14 continuous instructional days shall be included.

(b) "Experience Allowance" means a salary allowance granted to a teacher in recognition of successful teaching experience.

(c) An increment is awarded to a teacher for successful teaching experience for the school year immediately preceding the current school year.

(d) An increment will not be paid to a teacher for a school year's teaching experience considered unsuccessful by the Director of Education.

(e) Recognition for years of experience and for increments shall be granted effective September 1st only.

4.02 Subject to the conditions of this Article, the Board will allow the appropriate fraction of the annual increment for all teaching experience calculated to the nearest month considering twenty (20) instructional days as the equivalent of one month. Part days will be pro-rated.

  e.g. Experience: 5 years 120 days - place on schedule as per five year's experience plus .6 increment.

4.03 All teaching experience for which the Ontario College of Teachers issues an Interim Certificate of Qualification and Registration or a Temporary Letter of Approval shall be recognized.

All teaching experience for which the Ministry of Education issues a Letter of Permission shall not be recognized except for the case of an individual who has completed the requirements and submitted the required information to the College of Teachers and who provides Human Resources Services with the teaching certificate from the College of Teachers within two months of commencing the teaching assignment.

4.04 Effective September 1, 2003 when a teacher is first employed by the Board, an incremental allowance for business or trade experience other than a university related co-operative program work experience may be considered at the rate of one (1) increment per one (1) years experience, where such experience is directly related to the subject(s) to be taught. A maximum of six (6) increments may be granted. (i.e. six years). This allowance shall not allow the teacher to pierce the maximum of the salary category.

4.05 All teaching experience in accordance with Article XXX, Article 30.11 of this Agreement shall be recognized for incremental purposes.
Subject to Article 13.07, Statutory Pregnancy/Parental Leave and equivalent Adoptive Leave, shall be recognized in the Teacher's accumulated teaching experience for incremental purposes.

If a teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach.

The Executive Officer, Human Resources Services, shall have the authority to determine acceptable teaching experience for increment purposes.

Documentary Proof - Proof of qualifications and experience must be submitted to the Executive Officer, Human Resources Services. The onus is on the teacher to see that the necessary documents are forwarded to Human Resources Services prior to the commencement of employment.

Failure to submit the necessary documents prior to commencement of employment may result in a teacher being placed at the minimum of Level A or Level A1 (in the case of a teacher holding a university degree) until such time as the documents are forwarded to the Executive Officer, Human Resources Services. Provided that proof of qualifications and experience is submitted within five (5) months of the date of commencing employment with the Board ("the commencement date"), the teacher shall receive any salary adjustment retroactive to the commencement date; otherwise any salary adjustment shall become effective when proof of qualifications and experience is submitted to the Board. In extenuating circumstances, and at its direction, the Board may extend the five (5) months' period referred to above.

ARTICLE V SALARY ADJUSTMENT AND METHOD OF PAYMENT

The determination of any teacher salary outside the terms and conditions of this Agreement shall constitute a breach of this Agreement.

The salary of each teacher will be paid on a bi-weekly basis beginning the first teaching Wednesday in each school year. On the last regular pay day in the month of June each year, each teacher will receive one cheque representing the balance of the teacher's salary for that current year. Teachers returning from leaves of absence or teachers who commence employment after September 1st in a school year shall be paid on the pay pattern described above. Their salary shall be pro-rated to the actual percentage of the time taught during the school year.

The Board shall deduct O.E.C.T.A. dues from each member of the Halton Secondary Unit of O.E.C.T.A. as directed. The unit shall notify the Board in writing not less than thirty (30) days of any change in the levy.

Such dues shall be remitted, within 30 days of the month in which the deductions were made to the Provincial Office of the Ontario English Catholic Teachers Association.

(a) In addition to the above dues deduction, the Board shall deduct a levy from each pay of
each member of the Halton Secondary Unit of O.E.C.T.A. The unit shall notify the Board in writing not less than thirty (30) days of any change in the levy. Such levy shall be remitted to the Halton Secondary Unit.

(b) The Unit shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the unit.

5.06 Any rebate of E.I. premium reductions to which teachers are entitled shall be reimbursed to the O.E.C.T.A., Halton Secondary Unit in corresponding proportions to the number of teachers who are members of that Unit.

5.07 (a) The Board will deduct the Ontario College of Teachers fee in ten (10) equal monthly payments for each teacher employed for a complete work year.

(b) Should a teacher leave before the end of a work year, the remainder of the deductions shall be deducted from the last pay.

(c) For teachers who commence employment after September 1 in a school year, the difference in the College of Teachers fee shall be deducted in the final pay in June.

(d) The Board shall send a notice to each teacher on leave to remind them that their fees must be submitted to the Ontario College of Teachers by February of each year.

ARTICLE VI TEACHER’S CUMULATIVE SICK LEAVE

6.01 Teachers shall be allowed to accumulate 100% of their unused sick leave subject to article 6.02

6.02 Effective September 1, 1992 each eligible teacher shall be entitled to have 100% of the unused portion of the teacher’s annual sick leave of twenty (20) days transferred annually to the teacher’s accumulated sick leave to a maximum of 270 teaching days, except for those teachers who are administratively or voluntarily transferred from the Coterminous Board as a consequence of the funding requirements for Catholic High Schools.

6.03 Where a teacher commenced employment after September 1st in any year, a sick leave of twenty (20) days shall be calculated on the basis that twenty days bear to one year of employment; i.e., two days per month.

6.04 After the sick leave of twenty (20) days has been used in any school year, each eligible teacher shall receive pay under this plan for absence caused by sickness, quarantine or disability which shall be certified by a qualified physician.

6.05 Teachers participating in a recognized sick leave accumulation plan with other Boards shall be credited with the full number of credited days when hired by the Halton Catholic District School Board, but these credited days may not exceed the maximum credit permitted by this plan in 6.02.

6.06 The Executive Officer, Human Resources Services may request a teacher to submit a certificate from a qualified medical or dental practitioner upon his/her return from sick leave.
6.07 In the case of the death of a teacher in service, 100% of the teacher’s accumulated sick leave benefits shall be paid to the teacher’s estate.

ARTICLE VII WORKPLACE SAFETY INSURANCE BOARD

7.01 When a teacher is eligible for, and receives approval of claim by the Workplace Safety Insurance Board of Ontario:

(i) The Workplace Safety Insurance Compensation payment shall be remitted to the Board.

(ii) The teacher may elect to receive full pay from the Board until the teacher’s sick leave credits expire.

The number of days deducted from the teacher’s sick leave bank shall be in proportion to the percentage of the teacher’s salary paid by the Board if the teacher makes an election to receive salary from the Board.

7.02 A joint health and safety Committee shall be maintained and shall be composed of employee and employer representation. The Secondary Unit shall be entitled to one representative.

ARTICLE VIII JURY DUTY AND QUARANTINE

8.01 When a teacher is required to be absent because of jury duty, or as a witness in any court to which the teacher has been summoned in any proceedings to which the teacher is not a party or one of the persons charged, the teacher shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. An itemized expense statement shall be submitted by the teacher to the Board.

8.02 When a teacher is quarantined but not afflicted with a communicable disease and is prevented from attending to duties, the teacher shall not be subject to salary or sick leave deduction.

ARTICLE IX ABSENCE WITH SALARY NOT CHARGEABLE TO SICK LEAVE ACCOUNT

9.01 Teachers are eligible for leave taken under this Article only through request to the Executive Officer, Human Resources Services.

The Executive Officer, Human Resources Services, shall grant a leave of absence, without loss of pay or deduction from sick leave credit in the following circumstances:

A teacher who is required to be absent because of the death of a member of the teacher’s ‘immediate family’,* will be granted up to four (4) consecutive working days without loss of pay. For extenuating circumstances application for extension of leave is to be made to the Executive Officer, Human Resources Services.

* Definition of 'immediate family': Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent,
grandchild, brother-in-law, sister-in-law, ward, in 'loco parentis', aunt, uncle, niece or nephew.

9.02 When a teacher is required to be absent with the Executive Officer, Human Resources Services or her/his designates approval, for professional purposes, such as conferences, O.E.C.T.A., Halton Secondary Unit executive duties, and other activities as approved by the Executive Officer, Human Resources Services, the teacher is to be granted this time without loss of pay or deduction from sick leave credit, together with such payment and expenses as are approved by the Board. The Unit agrees to provide the Board, wherever possible, with 48 hours prior notice for release.

9.03 (a) President’s Leave - Release time as requested by the local executive of the Halton Secondary Unit shall be granted without prejudice, loss of position, salary, experience, or seniority and benefits to the President of the O.E.C.T.A., Halton Secondary Unit.

(b) The President shall be released by the Board up to a full-time basis.

(c) Salary, applicable allowances and all benefits will continue to be paid by the Board to the Halton Secondary Unit President while on leave. The Halton Secondary Unit will reimburse the Board no later than February 28th and July 31st of each year upon receipt of invoices from the Board for said payments.

(d) Notwithstanding Article 9.03(a) above, a teacher holding a position of responsibility and who is elected president of O.E.C.T.A., Halton Secondary Unit will be reassigned to a teaching/system assignment for that period of time the teacher holds the office of President. Subject to Article 27.10 upon completion of the term of office, the said teacher shall be reassigned to that position of responsibility held prior to the teacher’s election to the office of President.

(e) Seniority, experience and sick leave credits shall continue during the leave.

9.04 (a) When a teacher is required to be absent for the purpose of writing a final university, trade, or professional examination, the teacher shall be granted time for this purpose without loss of pay or deduction from sick leave credit provided the absence has been approved by the Executive Officer, Human Resources Services.

(b) A teacher is to submit a request for leave under this Article in writing to the Executive Officer, Human Resources Services, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The Executive Officer, Human Resources Services, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.

9.05 A teacher required to attend court proceedings or an official inquiry related to actions by the teacher in the course of his/her duties will suffer no loss of pay nor benefits for the duration of such proceedings, grievance procedure excluded.

9.06 For leaves of absence other than those above, the teacher shall make application directly to the Executive Officer, Human Resources Services. This leave may be granted without loss of salary and/or sick leave credits.
9.07  (a)  (i) At the beginning of any semester, with a minimum of two (2) weeks notice, release time as requested by the local executive of the Halton Secondary Unit shall be granted without prejudice, loss of position, salary, experience, sick leave credits or seniority and benefits to the Second Release Officer, Halton Secondary Unit.

(ii) Notwithstanding 9.07(a)(i) above, should a vacancy arise during a semester, release time as requested by the local executive of the Halton Secondary Unit shall be granted following a suitable replacement being found.

(b) The Second Release Officer shall be released by the Board up to a full time basis only.

(c) Salary, applicable allowances and all benefits will continue to be paid by the Board to the Halton Second Release Officer while on leave. The Halton Secondary Unit will reimburse the Board no later than February 28th and July 31st upon receipt of invoices from the Board.

(d) Notwithstanding Article 9.07(a) above, a teacher holding a position of responsibility and who is elected/appointed to the position of Second Release Officer Halton Secondary Unit, shall upon the completion of the term of office, subject to Article 27.10, be reassigned to the position of responsibility held prior to the teacher’s election/appointment to the position of Second Release Officer.

ARTICLE X ABSENCE WITHOUT SALARY

10.01 A teacher may be granted a leave of absence for reasons of education, health, or a personal reason that the Board deems acceptable. The period of absence, if granted, will be determined by the Executive Officer, Human Resources Services, in view of the nature of the request. The teacher granted leave under this Article may participate in the Benefit Plans provided the full premium cost of participation (100%) is paid in advance by the teacher and on a payment schedule mutually agreed upon by the Board and the teacher.

10.02 Request for a leave of absence under this Article to begin September 1st of the subsequent school year shall be made in writing to the Executive Officer, Human Resources Services, prior to March 31st of the preceding school year.

10.03  (a) A leave of absence under this Article shall not be recognized for seniority or incremental purposes.

(b) A teacher granted leave under this Article must notify the Board in writing by November 1st or March 1st of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure to do so will render the teacher ineligible for a teaching position for the January 1st or for the September 1st date whichever is applicable. A letter from the Board confirming this status of ineligibility will be forwarded to the teacher by December 1st or April 1st, whichever is applicable. A statement of intent to return to teaching duties for the subsequent January 1st or September 1st dates in the teacher’s application for leave request does not fulfil the requirements of Article 10.03(b).
10.04 (a) A teacher holding public office may be granted, as determined in consultation with the Executive Officer, Human Resources Services, relief from duty without loss of sick leave credits to fulfil a public office.

(b) When the time required for the fulfilment of such public service has been determined by the Executive Officer, Human Resources Services, following consultation with the teacher concerned, to be such as to interfere with the satisfactory execution of the individual's duties as a teacher, a leave of absence without salary will be granted.

10.05 A leave of absence without pay for educational purposes not exceeding two (2) consecutive years may be granted to a teacher upon request after five (5) years of continuous employment with the Board. A teacher who is applying for an additional leave of absence under this Article must have completed an additional five years of service subsequent to the teacher's last leave of absence for educational purposes.

10.06 The Board agrees to credit a teacher's accumulated sick leave account, with the days that were earned up to the time the leave of absence commenced, upon the teacher’s return to duty.

10.07 The teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject assignment will be taken into consideration. Subject to Article XV, the teacher may also apply for his/her previous position.

**ARTICLE XI SABBATICAL LEAVE**

11.01 A Sabbatical Leave Plan is recognized by the Board to enable teachers to engage in study and/or research for those purposes which are of benefit to the school system. Sabbatical Leave may be granted to a teacher by the Board for approved study on the recommendation of the Executive Officer, Human Resources Services.

11.02 Qualifications for Sabbatical Leave

In order to qualify for Sabbatical Leave, a teacher must be employed for seven (7) years by the Halton Catholic District School Board and must have accumulated at least eighty (80) days of cumulative sick leave credit.

11.03 (a) Sabbatical Leave may be granted to a teacher on application in writing to the Board through the Executive Officer, Human Resources Services.

(b) A teacher requesting Sabbatical Leave shall submit, with the application, detailed information regarding personal teaching experience and proposed plans for the sabbatical year.

(c) Such written applications shall be submitted to the Executive Officer, Human Resources Services, by November 15th prior to the school year in which the Sabbatical Leave is to be taken. A written acknowledgment of receipt of application shall be mailed to all applicants by December 15th.
(d) The Executive Officer, Human Resources Services, shall make recommendations to the Board and applicants shall be advised in writing of the Board's decision by January 15th.

11.04 Payment of salary while on Sabbatical Leave shall be a minimum of 70% of the salary the teacher would receive if teaching that year for the Board. Additional salary allowances of 10% for each subsequent year of experience to a maximum of 10 years or 100% of salary will be paid to the teacher granted leave.

11.05 Teachers Pension deductions are to be continued as provided by The Ontario Teachers Pension Plan Board and amendments thereto.

11.06 (a) The period of Sabbatical Leave shall not exceed one school year.

(b) The board agrees to credit the teacher’s accumulated sick leave account with the days that were earned up to the time the leave of absence commenced, upon the teacher’s return to duty.

11.07 A teacher granted Sabbatical Leave shall guarantee in writing to return to the employ of the Board for a period of three years immediately following the year of Sabbatical Leave. In the event the teacher defaults on this guarantee, the teacher will reimburse the Board for the full amount of salary granted, pro-rated over the said three years.

11.08 A teacher granted Sabbatical Leave will be eligible to participate in the Benefit Plans available to other teachers employed by the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.

11.09 Full salary and benefits, plus tuition, will be paid to a teacher who undertakes a Sabbatical Leave Plan at the specific request of the Board.

11.10 Where a teacher in a position of responsibility is granted a Sabbatical Leave, the position will be filled through an interim appointment for the period of that leave. The teacher returning from Sabbatical Leave will be re-assigned to that position of responsibility or a comparable position of responsibility. The teacher who held the interim appointment will be assigned other teaching duties.

11.11 Leave period under this Article shall be recognized for incremental and seniority purposes.

**ARTICLE XII BOARD SUBSIDIZATION OF COURSES**

12.01 The Board recognizes that, at times, in order to stimulate certain needed school programs, it may be necessary to budget for and subsidize, in whole or in part, specific courses or training.

12.02 In the event the Board requires a teacher to take a course or courses for purposes related to system program implementation and/or development, exclusive of individually chosen professional development courses, the Board shall specify the requirement in writing and reimburse the teacher in the full amount of registration, tuition and residency where applicable.

12.03 In accordance with paragraph two (2) of the Preamble to this agreement it shall be the intent of
the Halton Catholic District School Board and the Halton Secondary Unit to provide for staff the opportunity to participate in any professional development activities such as the Board and the Halton Secondary Unit may organize or sponsor, jointly or individually.

Such activities may include:
- Christian Curriculum Development Conference
- Religion and Family Life Conferences
- School Staff Retreats
- Diocesan Workshops
- Christian Living Resource Teacher Seminars
- Religious Education Courses

**ARTICLE XIII PARENTING LEAVES**

**Pregnancy/Parental Leave**

13.01 (a) Leave of absence for pregnancy/parental reasons shall be granted as per the Employment Standards Act as amended from time to time. Such leave shall be without loss of seniority or benefits as defined by the Act.

(b) If a teacher takes only the statutory leave either pregnancy or pregnancy plus parental, the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.

(c) It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of the bargaining unit.

**Parental Leave**

13.02 (a) Parental leave shall be granted under the terms of the Employment Standards Act as amended from time to time.

(b) If a teacher takes only the statutory leave the teacher shall be guaranteed the same school and position upon return as per the Employment Standards Act as amended from time to time.

(c) Parental leave shall be available to both parents.

It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of
the bargaining unit.

13.03  (a)  A Paternity Leave of two (2) days will be granted to a teacher in conjunction with the birth of the teacher's child on a school day. Paternity leave is defined as:

- one (1) day's leave on the day of delivery
- one (1) day's leave on the day the mother is released from hospital.

(b)  An Adoptive Parental Leave of two (2) days will be granted to a teacher in conjunction with the adoption of the teacher's child.

Adoption Leave

13.04  (a)  Adoption Leave shall be granted under the terms of the Employment Standards Act as amended from time to time.

(b)  It is understood, however, that should the leave end in a different school year or semester than the school year or semester in which it commenced, the teacher will be returned to the position which he/she would have had, had there been no leave. It is also understood that this provision is subject to the redundancy provisions of this collective agreement such that a teacher off on pregnancy/parental leave is not entitled to a greater right than the rest of the bargaining unit.

Benefits

13.05  A teacher granted leave under Articles 13.01, 13.02, 13.03 and 13.04 above shall continue to receive those benefits which the teacher already enjoys. The Board shall continue to pay its share of the benefits up to the maximum of the statutory leave(s). Such teacher shall assume the total cost of these plans for any period of leave that exceeds the statutory leave(s).

13.06  A teacher granted leave under this Article beyond the statutory entitlement must notify the Board in writing by November 1st, or February 1st, of intent to return to teaching duties on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure of the teacher to notify the Board will render the teacher ineligible for a teaching position commencing on the above dates.

13.07  Provided that the teacher complies with Article 13.05, the teacher who is granted a leave of absence under this Article is guaranteed a teaching position upon return to teaching duties. The teacher's preference for full or part-time duties, a specific municipality, school location, subject qualifications assignment will be taken into consideration.

13.08  That portion of the statutory pregnancy or parental leave that occurs between September 1st and June 30th of any school year shall be recognized in the teacher's accumulated teaching experience for incremental and seniority purposes.

ARTICLE XIV SENIORITY/SYSTEM STAFF REDUCTION

14.01  (a)  For the purposes of redundancy, seniority shall be defined as the length of continuous
permanent employment with the Halton Catholic District School Board and its predecessor Boards as calculated by Article 14.26.

(b) For the purpose of this agreement a teacher’s seniority shall commence with the date of his/her most recent permanent hiring as a teacher by the Board.

(c) Seniority for part time teachers shall be calculated on a pro rated basis.

14.02 For the purposes of declaring teachers redundant, seniority shall be established within the Halton Catholic District School Board.

14.03 Each teacher employed by the Board shall be placed on a seniority list.

14.04 The seniority lists shall be developed by the Executive Officer, Human Resources Services, for distribution to the teachers by January 31st of each year. The list shall be updated annually and posted on the Board’s intranet. An electronic copy of the seniority list shall be sent to the Unit President. This list shall be considered the official list.

14.05 The seniority list shall be open for amendments for 60 days after its posting. After 60 days, the seniority list as amended, shall be deemed to be acceptable to the Halton Secondary Unit.

14.06 The seniority lists shall consist of the names of teachers in decreasing order of continuous employment from their effective date of employment with the Board and its predecessor boards. Employees on a paid leave of absence, a teacher exchange program inclusive of Department of National Defence schools or on a Board approved secondment program shall continue to accumulate seniority during the leave of absence or exchange program for the purpose of this Article.

(b) On a go forward basis, effective September 1, 2012, the seniority list shall consist of the names of teachers in decreasing order of continuous employment from their most recent date of permanent employment as a teacher with the Board, and its predecessor Boards. Seniority shall continue uninterrupted thereafter.

14.07 Where two or more teachers have the same seniority in Article 14.06 above, the order on the list shall be decided as follows:

(a) total years of continuous service with the Secondary schools
(b) total length of continuous service with the Board

14.08 Where two or more teachers have the same seniority under Articles 14.06 and 14.07 above, the order on the lists shall be decided upon the basis of total teaching employment in Ontario.

14.09 Where two or more teachers have the same seniority under Articles 14.06, 14.07 and 14.08 above, the order on the lists shall be decided upon the basis of total teaching employment since basic teacher certification was acquired.

14.10 Where two or more teachers have the same seniority under Articles 14.06, 14.07, 14.08 and 14.09 above, the order on the lists shall be decided upon the basis of category placement. The
teacher in the higher category level is to be retained.

14.11 Where two or more teachers have the same seniority under Articles 14.06, 14.07, 14.08, 14.09 and 14.10 above, the order on the lists shall be decided upon the basis of lot conducted jointly by the authorized representatives of the Board and of the authorized representative of the Halton Secondary Unit of O.E.C.T.A. teachers at the Board Office prior to January 31st of each year. Lot shall mean the placing of the names of the teachers affected into a receptacle. The order in which the names are drawn shall be the most senior, the next most senior, etc. The draw, by lot, will occur only in the event that a declaration of redundancy affects two or more teachers who otherwise have an equality of seniority.

14.12 Notwithstanding anything in Articles 14.06 to 14.11 above, a teacher who is laid off at the end of a school year shall not be declared redundant if none of the teachers retained undertakes to become qualified to fill the needs of the program, position or school by September 1st of the subsequent school year in accordance with Article 14.13 Staff Reduction. Instead, the next teacher on the seniority list shall be declared redundant.

14.13 Where a system reduction of secondary teaching staff is necessary, the following conditions shall apply:

(a) The first consideration in determining who is to be retained shall be the length of continuous employment with the Board, its predecessor boards, and coterminous Board (if the experience is transferred due to Bill 30) as determined by the seniority list.

(b) The teacher who has the least seniority on the seniority list shall be first to be declared redundant.

(c) A teacher shall not be declared redundant if none of the teachers to be retained in accordance with (a) above, is qualified by the subsequent September 1st to fill the needs of a program. Instead the next teacher on the seniority list shall be declared redundant.

(d) Where a teacher in a special subject area is required, priority shall be given to a teacher already on staff who is qualified or who attains qualifications by the subsequent September 1st. Qualifications shall be according to Ministry of Education requirements.

14.14 Where system staff reductions of secondary teachers are necessary, no decision will be made without consultation with the authorized representative of the Halton Secondary Unit prior to implementation.

14.15 (a) The Board shall maintain a recall list of redundant teachers.

(b) A teacher who is released because of system staff reductions will be recalled in the reverse order of seniority, (i.e., the last teacher released shall be the first recalled) provided that he/she is qualified to fill the available position.

(c) A copy of the appropriate recall list of redundant teachers shall be given to the President of the Halton Secondary Unit once redundancy has been determined.
14.16 All conditions and accrued benefits shall be protected for any teacher on the recall list even though said teacher obtains intervening employment during the time the teacher is subject to recall.

14.17 The teacher must keep the Board informed at all times of the teacher's proper mailing address and telephone number.

14.18 Recall notice by the Board shall be first by telephone and then by registered mail. The teacher shall also respond by written notice of acceptance within ten (10) school days following the registration of the Board's recall notice. Failing receipt of the teacher's written notice of acceptance within the ten (10) school days time period, the Board shall no longer be obligated to recall said teacher and shall proceed to recall the next teacher on the recall list.

14.19 A teacher who has been declared redundant by the Board shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching position with the Board.

14.20 A redundant teacher who accepts recall and reports for duty at the time and place specified by the Board shall be rehired for the job in accordance with the teacher's seniority ranking under all conditions of tenure and employment which pertained prior to the teacher's interruption of service with the Board.

14.21 A redundant teacher who is unable to report for a teaching assignment and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of the teacher's failure to report.

14.22 A redundant teacher who fails to report for duties as specified, except where excused by Article 14.21 shall lose all recall rights.

14.23 A redundant teacher shall receive a letter from the Director of Education, or designate stating system staff reduction as the reason for termination of employment. The issuance of such letter in no way limits the rights of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario, or under this Collective Agreement.

14.24 Where a position of responsibility is declared surplus to the system, or when a teacher is transferred from a position of responsibility, as defined by this Collective Agreement, to duties other than those defined as positions of responsibility to be effective the subsequent September, such teacher shall not be paid any responsibility allowance, effective that same September.

14.25 A teacher who is demoted for other than disciplinary reasons from a position of responsibility as defined in Article 27.10 shall suffer no loss in salary or allowance for the current academic year.

14.26(a) A teacher’s seniority shall not include any period of time when he/she was on:

   (i) layoff
(ii) strike

(iii) A leave of absence when elected to a full time public office as per Article X.

(iv) All leaves of absence except as listed below:

1. A teacher granted leave of absence for missionary leave or while working with agencies such as the Department of National Defence,
2. approved studies in Education, as per Article XI,
3. teacher on jury duty,
4. teacher on compassionate or bereavement leave,
5. teacher on Association-related business.

Upon return from and of (i) through (iv) above, except as noted, an employee's seniority would re-commence from the seniority credit that was in effect on his/her last date of employment.

(b) A loss of seniority shall be deemed to have occurred, and the teacher's employment finally terminated, if any teacher employed by the Board:

(i) resigns

(ii) is discharged and is not reinstated

(iii) is laid off for at least 36 consecutive months

(iv) fails, following a layoff, to notify the Board within 10 days of the Board sending him/her a notice to return to work of his/her acceptance of the assignment.

(v) fails to return from a scheduled leave of absence on the designated day and does not provide a reason satisfactory for not having done so.

(c) No more than one (1) year seniority may be counted for any September 1st to August 31st period.

14.27 A recommendation regarding school staff surplus shall be made in writing by the Principal of the school to the Executive Officer, Human Resources Services, with a copy to the School Superintendent by April 25th of a school year. The recommendation shall include a written rationale.

14.28 In the event that school staff surplus occurs due to declining enrolment or program changes, necessitates the re-assignment of a teacher or teachers from a specific school, the recommendation as to which teacher is to be surplus shall be made by the Principal after consultation with the School Superintendent and after due consideration is given in the
following order of priority to:

(a) the program needs of the school;

(b) the total number of years of service in the secondary schools of this Board;

(c) the total number of continuous years of service with the Board;

(d) the total number of continuous years service in the school.

14.29 The teacher affected shall receive a copy of the Principal’s recommendation, inclusive of the written rationale, within 48 hours of its submission to the Executive Officer, Human Resources Services.

14.30 The Executive Officer, Human Resources Services, shall confirm by letter, to the teacher affected, the decision of school staff surplus and the rationale prior to May 7th of that school year for secondary teachers. A copy of this letter shall be given to the Principal, the School Superintendent, and the Unit President.

14.31 Any Secondary Vice-Principal declared redundant by the Board will be placed in a teaching position should a position be available. No member shall be declared redundant or lose a position of responsibility as a result of this hire. The Secondary Vice-Principal will be returned to their place on the seniority list prior to taking the position of Secondary Vice-Principal.

14.32 A teacher shall make every effort to provide the Board with a minimum of two weeks notice of resignation of employment prior to the end of a semester or of the commencement of the school year with the exception of unusual or unforeseen circumstances.

ARTICLE XV TRANSFERS

A teacher transfer initiated by the Director of Education or Executive Officer, Human Resources Services is not subject to Article 15.04 of this Article

15.01 (a) A Superintendent of Schools or the Executive Officer, Human Resources Services may transfer a teacher. Such a teacher has the right to appeal said transfer to the Director of Education. If such a transfer occurs, and it involves an assignment to a school in another municipality, it shall take place prior to May 1st of each year. Such transfers shall only occur in consultation with the President of the Halton Secondary Unit Executive.

(b) Notwithstanding 15.01(a), after May 1st the Director may transfer a teacher to another municipality after consultation with the Unit President.

15.02 (a) The Board shall notify the authorized representative of the Halton Secondary Unit of O.E.C.T.A. of its decision with respect to the transfer or re-assignment of Principals or Vice-Principals by April 15th in a given year.

(b) Notification of the transfer of Principals and Vice-Principals shall be forwarded to all schools within seven (7) days of the decision of the Board affecting such transfers.
POSTINGS / VACANCIES

15.03 By April 20th of a school year, the Principal shall confirm with the Executive Officer, Human Resources Services, and in accordance with the Board’s staffing procedural format, the vacant teacher position(s) resulting from internal school arrangements made by the Principal in consultation with the School Superintendent. All vacant teaching position(s) shall be advertised through the postings process.

15.04 (a) The Board shall advertise a Round 1 Posting by April 30th that shall consist of all vacancies for the following school year, including any positions filled after August 1st of the current school year. Such postings shall be mailed to those teachers presently on leave of absence.

(b) A round shall last seven (7) calendar days whenever warranted.

(c) There shall be a minimum of five (5) Rounds posted prior to June 30th if positions are available.

(d) A final Round shall be posted not before the second full week of July, and not later than July 20th of each year where vacancies have been identified.

15.05 (a) Any teacher(s) declared surplus, as per Article XIV, shall be placed in a teaching assignment prior to the Round 2 posting.

(b) Any teacher(s), having been declared surplus under Article XIV, shall have the right of first refusal, if qualified, to a position at the school where they were declared surplus, which may be posted in a later round. The right of first refusal shall end seven (7) calendar days after the last Round of the school year in which he/she was declared surplus. The Board will attempt to contact the employee at the last known address and phone number on file with Human Resources Services after the end of the school year.

15.06 Any posted teaching position remaining unfilled after round one (1) or round two (2) of the postings, shall only be re-posted internally in the subsequent posting round, prior to it being advertised externally.

15.07 The Board shall post on the Board’s Intranet any job vacancies applicable under the terms of this Collective Agreement. The Halton Secondary President shall have access to the automatic alert feature of the StaffNet job postings.

15.08 Positions, which become available after August 1st and before June 30th, shall be filled on an interim basis for that school year, and such positions shall be posted prior to the subsequent school year.

15.09 Decisions regarding staff assignments for the subsequent September 1st will be made known by June 15th in a given year. It is recognized that this notification may not be possible in all cases by the said date.

15.10 Notwithstanding Articles 15.03, 15.04 and 15.07 positions, which become available during the
summer recess, shall be posted on the Board’s Intranet for seven (7) calendar days. Teachers wishing to apply for any of these positions are to do so via the Human Resources Services site on the Board’s Intranet by August 1st.

15.11 While acknowledging that it is the sole and exclusive right of the Board to create new positions, the Board shall advise the President of the Halton Secondary Unit of the new positions which come within the scope of this Agreement. It is agreed that any applicable allowance for such positions shall be arrived at through negotiation with the Halton Secondary Unit representatives. The Board shall advise the Halton Secondary Unit President prior to the commencement of advertising for the position.

15.12 Positions of added responsibility shall be posted internally for seven (7) calendar days prior to being advertised externally.

ARTICLE XVI STATISTICS

16.01 The Board shall make available to each teacher and the authorized representatives of the Halton Secondary Unit sixty (60) days after implementation of the Agreement, the qualifications, experience, total salary and manner of calculation for the teacher concerned.

16.02 The Board shall make available to the authorized teacher representative a copy of the agreement of each benefit plan between the Board and the insurer including a cost breakdown.

16.03 The Board shall make available to the President of the Halton Secondary Unit, O.E.C.T.A.:

(a) a statement of the current published operating budget;

(b) information and data respecting the teacher complement and pupil enrolment;

(c) by September 30th and February 28th of each school year, an electronic mailing list of all secondary teachers employed by the Board;

(d) by September 30th and February 28th of each year, a list of new teachers hired by the Board and their placements and date of hire;

(e) a list of all terminations of secondary teachers;

(f) benefits plan design information;

(g) a scattergram, including fractional experience, of teacher placement on the salary grid in the year that the collective agreement expires;

(h) by September 30th and February 28th of each school year, lists of secondary teachers who have been issued Interim Certificates of Qualification and Registration, Temporary Letters of Approval and Letters of Permission.

ARTICLE XVII PERSONNEL FILES
17.01 Upon written request to the Executive Officer, Human Resources Services, a teacher or designated O.E.C.T.A. representative, shall have the right to examine her/his personnel file at the Board Office in the presence of a Board representative.

17.02 Within three (3) school days after the review of the personnel file, a teacher or designated representative shall be entitled to a copy of any documents contained in the teacher’s personnel file.

17.03 A teacher shall be entitled to:

(a) request correction of the information if the teacher believes there is an error or omissions;

(b) attach a statement of disagreement to the disputed information reflecting any correction that was requested but not made; and

(c) require that any person or body that has viewed the file within the previous twelve (12) months be provided with the corrected information or any statement of disagreement;

(d) a letter confirming, in writing, that (a),(b) and (c) have been completed.

17.04 The Personnel Files for teachers shall only contain the following listed information. No other information shall be maintained in the teacher's Personnel Files:

(a) Professional Qualifications (Diplomas, Certificates and transcripts of educational degrees).

(b) Academic qualifications (Transcripts of under-graduate degrees or other academic degrees).

(c) Benefit Plan participation and attendance records.

(d) Experience – teaching and/or work.

(e) Professional Development Program Courses.

(f) Identification of special skills and interests. (Human Resources Services data).

(g) The teacher’s Contract.

(h) Letter of application and application form.

(i) Letter of acceptance of position.

(j) Transfers and requests for transfers.


(l) Disciplinary notations.

(m) Letters of Merit


(p) Any other documents relevant to the employment relationship.

ARTICLE XVIII SUPERVISION/WORKING CONDITIONS

All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.

18.01 (a) The lunch break for teachers shall not be less than forty (40) consecutive minutes.

(b) In secondary schools lunch supervisors shall be provided as follows:

Schools with less than 1000 pupils - 2 lunchroom supervisors
Schools with 1001 pupils or greater - 3 lunchroom supervisors

The enrolment and staff complement statistics used in determining eligibility will be those projected by the applicable Staff Allocation Report.

(c) The Board shall have in place the proper complement of paid lunch supervisory personnel no later than the first instructional day in any given year.

(d) It is recognized that exceptions to the supervisory assistance may have to be made. Any such changes shall be made by the Director of Education in consultation with an authorized representative of the Halton Secondary Unit.

(e) Secondary teachers shall be scheduled on an equitable basis for the purpose of lunch supervision.

(f) Teachers will not make claim to a lunch supervisor at Thomas Merton Secondary School.

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

(h) Any assigned secondary 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.

(i) The application of section (g) shall be consistent with Regulation 298 s.20(d).
18.02 A Principal shall, subject to the approval of the Board and Board policy, appoint one or more of the teachers on a rotation basis for supervisory duties according to the Education Act and its Regulations.

18.03 **Board Level Staffing Committee**

(a) (i) A secondary school Board Level Staffing Committee shall be established and shall be composed of eight (8) members; four (4) representatives of O.E.C.T.A., Halton Secondary Unit and four (4) representatives of the Board.

(ii) The Committee shall meet on the following occasions:

1. no later than October 15th
2. no later than February 25th
3. no later than March 31st
4. no later than June 20th

(iii) The Board Level Staffing Committee shall be provided with the appropriate data prior to each meeting.

(iv) The finalized October 31 and the finalized March 31 enrolment data shall be sent to the President of the Halton Secondary Unit by November 30 and April 30, respectively.

(b) The committee shall discuss and advise and may make recommendation to the Board on the following issues, however, it is understood that the final allocation is a Board decision:

- The number of staff to be allocated to secondary schools
- The allocation of teachers generated by the increase of secondary teachers as set out in the PDT agreement, May 1, 2008 as per Article 18.16
- Other staffing and workload issues as agreed by the parties

18.04 (a) Effective September 1, 2008, each secondary teacher, except for Continuing Education and Thomas Merton Catholic Secondary School Teachers, shall be assigned as set out below, and as defined in the Education Act and Regulations as may be amended from time to time:

(i) 6.0 credit course and/or credit equivalent course, plus;
(ii) A maximum of 825 minutes of supervision/on calls, per semester. Each secondary teacher shall be limited to no more than two (2) on calls in any given week. Principals shall make every effort to assign supervision/on calls on a fair and equitable basis.

(b) Effective September 1, 2010 a maximum of 750 minutes of supervision/on calls, per semester. Each secondary teacher shall be limited to no more than two (2) on calls in any given week. Principals shall make every effort to assign supervision/on calls on a fair and equitable basis.

(c) Effective August 31, 2012, a maximum of 1275 minutes of supervision/on calls per school
year. Each secondary teacher shall be limited to no more than one (1) on call in any given week. Principals shall make every effort to assign supervision/on calls on a fair and equitable basis.

(d) Effective September 1, 2013, a maximum of 1500 minutes of supervision/on calls per school year. Each secondary teacher shall be limited to no more than one (1) on call in any given week. Principals shall make every effort to assign supervision/on calls on a fair and equitable basis.

All additional time on a teacher schedule shall be deemed planning and preparation time for the teacher.

The workload, supervision/on-calls, for a part time teacher shall be pro-rated according to the workload of a full time teacher.

Notwithstanding the above, a co-op teacher with an assignment of four (4) co-op credits in a semester shall be assigned no other duties.

18.05 Each part time secondary school teacher shall be assigned instructional periods preparation and on call duties on a pro rata basis.

18.06 (a) Each classroom teacher shall normally be assigned a minimum of 225 minutes per week for preparation and planning time.

(b) Planning/preparation time means the allocated time during the school day when a teacher is not directly involved with teaching and supervisory assignments in order that she/he may perform various planning/preparatory activities which are integral and/or supplementary to the teaching process*.

* Activities included in the teaching process are: (a) curriculum planning (b) co-ordination, (c) pupil evaluation, (d) meetings with parents, other teaching staff members, consultative support staff, administrators, extended service agencies and other persons who are directly or indirectly involved with the teacher’s responsibilities and (e) preparation of required reports and profiles.

18.07 (a) In accordance with the Education Act and the Regulations, and subject to the requirements of the Education Act, the Board will ensure that the average size of its secondary school classes, in the aggregate, does not exceed 22 pupils except as permitted under the Act. The calculations required under this provision shall be in accordance with the Education Act and Regulations.

(b) The Board shall maintain a minimum staffing ratio of 2.6 FTE Guidance teachers per 1000 FTE secondary students.

(c) The Board shall maintain a minimum of 2 FTE Special Education teachers per secondary school.
18.08 Part time Teaching

(a) A teacher wishing to teach on a part time basis shall direct the request to the Executive Officer, Human Resources Services, with a copy to the school superintendent. Provided that the educational needs of the school can be met and satisfactory arrangements can be made to permit the sharing of jobs, such application will be given due consideration, subject to the provisions of Article XXVI - Management Rights. When any full time teaching position becomes available, first consideration of placement shall be given to part time teachers currently employed by the Board.

(b) A teacher who teaches part time at two or more schools so that said teacher’s timetable is equivalent to a full time teacher’s timetable shall be considered as a full time teacher at one of the schools and shall declare one of the schools for the purpose of vacancy, transfer, postings and for the receipt of Board communications. Such declarations shall be made in writing not later than September 30th of any school year to the Executive Officer, Human Resources Services.

18.09 Maximum Class Loading

(a) The following will apply as of September 1, 2012

The Principal shall organize classes in the school to be less than or equal to the following enrolments:

(i) University (U) 30
University/College (M) 30
Academic 30
Applied 24
Co-op 28 (the 10% factor does not apply)
Open 26 (the 10% factor does not apply)
College(C) 25
Dual Credit 24
Workplace 20
Essential/Locally Developed 20
Credit Recovery 15 (the 10% factor does not apply)
Alternative Education 15 (the 10% factor does not apply)
OYAP 20 (the 10% factor does not apply)

(ii) For class loading only, the following areas of Technology will have an enrolment of 22 with no 10% factor being applied.

<table>
<thead>
<tr>
<th>Technology Program Area</th>
<th>Related Course Code(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Technologies</td>
<td>TIJ</td>
</tr>
<tr>
<td>Construction Technology</td>
<td>TCJ</td>
</tr>
<tr>
<td>Transportation Technology</td>
<td>TTJ</td>
</tr>
<tr>
<td>Manufacturing Technology</td>
<td>TMJ</td>
</tr>
<tr>
<td>Computer Engineering Technology</td>
<td>TEJ</td>
</tr>
</tbody>
</table>

(iii) For class loading only, the following areas of Technology will have a class maximum of 24 and will not be subject to the 10% factor.
(b) Notwithstanding Article 18.09(a), the Principal with the approval of the appropriate Superintendent may add students up to ten (10) percent beyond the maximum class loading numbers outlined in Article 18.09(a) except for sections (ii) and (iii). The 10% factor shall only be used to accommodate new registrants to the school after June 30 of the current calendar year. In extenuating circumstances, the Superintendent of School Services will reach consensus with the OECTA Secondary President regarding exceptions that may be necessary, prior to a student being placed on a class list.

(c) In a multi-level class the lowest course maximum shall be used for enrolment. Non credit earning students will not trigger a lower class maximum, subject to article 18.10.

18.10 Every student who is on a special class register and is integrated into a regular classroom shall be included in the formula for the school’s Maximum Class Loading at the ratio of one special class student being equal to 1.5 regular students. A list of all students on this special class register shall be included on the Board Level Staffing Committee Report.

18.11 An educational assistant shall be provided for any class that contains a physically challenged student in accordance with the Ministry Memorandum #81 or when recommended by a System I.P.R.C.

18.12 Headship Allocation:
Each Secondary School shall have ten (10) headship positions. Headships shall be allocated to the following areas:

1. Business Studies/Arts/Career Education
2. Canadian & World Studies/Civics
3. English/ESL/Moderns
4. Guidance/Co-op
5. Health & Physical Education
6. Mathematics
7. Religion/Social Science & Humanities
8. Science
9. Special Education/Community Living
10. Technological Studies/Computer Science

18.13 Department Heads shall be assigned instructional periods in accordance with 18.04.

18.14 (a) Thomas Merton Secondary School shall be assigned one leadership position (Staff Assistant).

(b) This Staff Assistant shall be paid an allowance in accordance with Article 21.05 of this collective agreement.
(c) The Staff Assistant will be appointed by the Director of Education for a term not to exceed four (4) years.

18.15 **Teacher in Charge**  
(a) The parties recognize from time to time vice principals may be absent temporarily from their duties due to illness and pregnancy/parental leave. To accommodate these situations, a teacher may be designated a “Teacher in Charge” at a school.  

(b) A “Teacher in Charge” will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the collective agreement.  

(c) “Teacher in Charge” shall be compensated at the daily rate applicable for the position of vice-principal.  

(d) Such assignments shall not exceed sixty (60) consecutive school days per year per school, except with the approval of the authorized representative of the Halton Secondary Unit and such approval shall not be unreasonably withheld.  

(e) The Board shall replace any teacher designated as a “Teacher in Charge” with an occasional teacher on the assigned days.  

(f) No teacher shall be assigned without his or her consent.

18.16 **Increase to Secondary School Staffing**  
The Board Level Staffing Committee will be engaged in the development of the strategy to expand secondary programming. This strategy may include increases in course offerings and strategic class size reductions.  

Effective September 1, 2008, additional secondary teachers shall be hired as set out below:

- September 1, 2008: 0.19 teacher per 1,000 secondary pupils;  
- September 1, 2009: 0.38 teacher per 1,000 secondary pupils;  
- September 1, 2010: 0.70 teacher per 1,000 secondary pupils;  
- September 1, 2011: 1.02 teacher per 1,000 secondary pupils;  
- August 31, 2012: 1.35 teacher per 1,000 secondary pupils;  

The Board will hire the full complement of additional funded secondary teachers that result from the new allocation. For the 2008-2009 school year, the hiring of additional teachers shall occur at the second semester.  

The Board Level Staffing Committee will be engaged in the allocation of this additional staffing.

18.17 A secondary school’s Average Daily Enrolment in ‘Dual Credit’ courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
ARTICLE XIX PARTICIPATION IN BENEFIT PLANS

19.01 All teachers, excepting those who submit proof of coverage, in writing, to the Executive Officer, Human Resources Services, will automatically be enrolled in all existing Benefit Plans, except optional coverages. Coverage for all participating teachers will be as of the effective date of this Agreement. The Board may at any time substitute another carrier for a benefit plan provided that the benefits conferred thereby are not decreased. When a change in carrier is contemplated, the change will be made subsequent to consultation with the authorized representative of the Halton Secondary Unit.

19.02 The Board will contribute 100% towards the cost of the monthly premiums for the Extended Health Benefits Plan for eligible teachers who elect to participate in the plan.

19.03 (a) The Board shall contribute 100% of the cost of the monthly premiums in effect towards the coverage of each eligible employee who elects to be covered under the current group life insurance plan, for term insurance coverage in the following amount of Fifty Thousand Dollars ($50,000).

(b) Additional supplementary coverage over and above 19.03 (a) to a maximum of twice (2x) salary or Two Hundred Thousand ($200,000) whichever is greater, shall be available to all eligible teachers at no cost to the Board. Participation in the base policy of Fifty Thousand dollars ($50,000) will be compulsory for all teachers.

(c) Additional optional coverage shall be available to a maximum of One Hundred Thousand Dollars ($100,000), to all eligible teachers at no cost to the Board.

(d) The Board will contribute 100% of the monthly premiums for the Accidental Death and Dismemberment Plan on the compulsory base plan of Fifty Thousand Dollars ($50,000).

(e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage, over and above article 19.03 (d) will be available to all eligible teachers at no cost to the Board.

(f) Dependent Life Insurance coverage is available to all eligible teachers, at no cost to the Board, in the amount of ten Thousand Dollars ($10,000.00) in the event of the death of the spouse of the insured employee, and ten Thousand Dollars ($10,000.00) per child in the event of death.

19.04 (a) The Board shall contribute 100% towards the cost of monthly premiums for the Dental Care Plan for eligible teachers who elect to participate in the plan.

(b) The Board will reimburse 70% reimbursement to the maximum benefit of $1,500.00 per calendar year for major restorative benefit.

19.05 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may retain membership in any of the group Benefit Plans to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay the full premium cost to maintain the
teacher's participation and coverage under the group contracts.

19.06 A teacher employed by the Board who teaches on a part time basis shall, subject to eligibility requirements as specified by the Board’s insurers, be allowed to participate in Employee Benefits, but the Board’s share of premium costs shall be pro-rated on the basis of the percentage of time worked.

ARTICLE XX LONG TERM DISABILITY PLAN

20.01 The Board shall continue to administer the Long Term Disability Insurance Plan approved by the teacher and Board representatives, at no cost to the Board for the life of this Agreement.

20.02 A teacher beginning a Long Term Disability Leave at the request of an attending physician shall be granted a leave of absence for the duration of the disability as determined by the insurer.

20.03 The leave period for a Long Term Disability is not recognized as teaching experience for incremental purposes. Long term disability leave is not recognized for seniority purposes.

20.04 Participation in the LTD plan is mandatory subject to the eligibility requirements provided under the plan. LTD premiums are paid by teachers through payroll deductions.

20.05 A teacher on Long Term Disability Benefits shall continue to receive Board contributions to employee benefits as per Article XIX for a two (2) year period from the commencement of the Long Term Disability period.

20.06 Beyond the two (2) year period in Article 20.05, a teacher on Long Term Disability shall be eligible to participate in the Benefit Plans of the Board, providing 100% of the monthly premiums are paid in advance by the teacher and on a payment schedule as determined by the Board.

ARTICLE XXI SPECIAL ALLOWANCES

21.01 Extra Degree Allowance
A teacher shall be paid an annual extra degree allowance for a post-graduate degree not used for Q.E.C.O. Programme 5 placement, in the following amount:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>September 1, 2008</th>
<th>$</th>
<th>670</th>
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<tr>
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<td></td>
</tr>
<tr>
<td>September 1, 2010</td>
<td>$</td>
<td>711</td>
<td></td>
<td></td>
</tr>
<tr>
<td>September 1, 2011</td>
<td>$</td>
<td>732</td>
<td></td>
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</tbody>
</table>

A post-graduate degree shall be defined as a degree above the bachelor’s level and shall include a master’s degree and/or doctorate degree.

21.02 Consultant Allowance
A Consultant shall receive an annual allowance over and above the basic salary grid schedule, as follows:
21.03 Department Head Allowance
A Department Head shall receive an annual allowance over and above the basic salary grid schedule, as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2008</td>
<td>$5,248</td>
</tr>
<tr>
<td>September 1, 2009</td>
<td>$5,405</td>
</tr>
<tr>
<td>September 1, 2010</td>
<td>$5,567</td>
</tr>
<tr>
<td>September 1, 2011</td>
<td>$5,734</td>
</tr>
</tbody>
</table>

21.04 Staff Assistant
A Staff Assistant shall receive an annual allowance over and above the basic salary grid schedule, as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2008</td>
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<td>$5,405</td>
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</tr>
<tr>
<td>September 1, 2011</td>
<td>$5,734</td>
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</table>

ARTICLE XXII - SALARY GRID

At September 1, 2011

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<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>94,614</td>
</tr>
</tbody>
</table>
22.02 A part-time teacher shall be paid at a percentage of the salary the part-time teacher would receive if employed full-time. If a part-time teacher serves as an occasional teacher for days or half-days in addition to the part-time teacher's contractual duties, extra payment shall be made in accordance with the occasional teacher Collective Agreement.

ARTICLE XXIII GRIEVANCE PROCEDURE

23.01 It is the mutual desire of the teachers and Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of the grievance.

23.02 A grievance under the current Collective Agreement shall be defined as a difference or dispute between the Board and any teacher(s) which relates to interpretation, application or administration of this Agreement.

23.03 (i) In no case shall a grievance be commenced later than 30 working days following the events giving rise to the grievance becoming known to the griever.

(ii) At all formal steps, a grievance, to be acceptable under this Agreement shall:

(a) Be in writing
(b) specify the article(s) allegedly violated
(c) contain a precise statement of the fact(s) relied upon
(d) indicate the redress sought

At all stages or steps a teacher may be accompanied by a representative of the Secondary Unit. Such representative may also be accompanied by a representative from the O.E.C.T.A. Provincial Office.

23.04 Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

23.05 Complaints and Grievances shall be settled in the following manner and sequence:

INFORMAL STAGE
(a) A teacher with a complaint or grievance should first discuss the matter with the designated Board official in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted.

(b) The designated Board official shall reply verbally, within five (5) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the designated Board official, the complaint shall then become a grievance and may be processed to Step One.

STEP ONE
(a) Failing satisfaction with the reply above, the teacher shall within five (5) working days of the receipt of the reply, submit the grievance to the Executive Officer, Human Resources Services or designate.
(b) The Executive Officer, Human Resources Services, shall reply in writing, within five (5) working days of the receipt of the grievance.

(c) If the teacher after reception of the Step One of a written reply wishes to process the claim further, the teacher must submit the request, in writing, through a Committee formulated and designated by the Unit Executive of the Secondary Unit to which the teacher belongs, to the Executive Officer, Human Resources Services, within five (5) working days.

23.06 STEP TWO

(a) The Executive Officer, Human Resources Services, shall arrange for the teacher to review the grievance in a meeting with the Director of Education or designate.

(b) This meeting shall be held within five (5) working days of receipt of the letter of grievance.

(c) The Director of Education or designate shall provide a written response, to the teacher within five (5) working days of the meeting.

(d) If the decision is not rejected by the teacher within ten (10) working days, it shall be binding on both the teacher and the Board.

(e) In the event that the party who originated the grievance fails to get a satisfactory reply, that party may refer the matter to arbitration in accordance with Article XXIV.

23.07 Unit grievances arising directly between the Board and the Halton Secondary Unit, instead of following the procedure set out above in this Article, may be submitted in writing to the other party within thirty (30) working days after either party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.

23.08 STEP THREE

A grievance which has exhausted the procedure set out in this Article without being resolved may be referred to a single arbitrator or a Board of Arbitration under the procedures of Article XXIV of this Agreement.

23.09 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year, but excluding school holidays as defined by the Ministry of Education.

ARTICLE XXIV ARBITRATION

24.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's nominee to an Arbitration Board, or the name of a single arbitrator, as the case may be. The notice of submission to arbitration shall be served on the other party by the party submitting the grievance to arbitration within ten (10) working days from the date of receipt of the Step Two reply in Article XXIII.
24.02 The recipient of the notice shall, within five (5) working days, inform the other party either that it accepts the other party's nominee as a single arbitrator, or inform the other party of the name of its nominee to the Arbitration Board or the name of a single arbitrator.

24.03 Where two nominees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

24.04 If the recipient of the notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chairperson within 10 working days, the appointment shall be made by the Minister of Labour upon the request of either party.

24.05 A single arbitrator will only be appointed by the mutual agreement of both parties.

24.06 A single arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

24.07 The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

24.08 The single arbitrator or Arbitration Board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

24.09 Any notice required under this Article shall be in writing by registered mail or personal delivery to the parties at their respective mailing addresses.

24.10 Each party may be represented at the arbitration by representatives of its choice.

24.11 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson, or the single arbitrator as the case may be.

24.12 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

24.13 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the year but excluding school holidays as defined by the Ministry of Education.

ARTICLE XXV DISTRIBUTION

25.01 (a) Upon ratification, the Board shall post a copy of the Collective Agreement on the Board’s intranet within 20 school days following the completion of a signed collective agreement by the parties.

(b) The Board shall provide the president of the Unit fifty (50) copies of the signed collective agreement for Unit business.
25.02 Each teacher hired by the Board shall receive a copy of this Agreement and a copy of the Benefits Booklet when being documented for benefits enrolment.

25.03 The Board shall provide sufficient copies of this Agreement for distribution to teachers as prescribed in Articles 25.01 and 25.02.

25.04 Each school shall receive one (1) copy of the Agreement.

25.05 The Board shall make available to each teacher, a statement listing the teacher's category placement, salary, benefits, amount of coverage, and premium cost per month as soon as possible following ratification of the new Agreement.

**ARTICLE XXVI MANAGEMENT RIGHTS**

26.01 Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulations, the provision of the Act or Regulation prevails.

26.02 The provision of this Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to employment of teachers, enjoyed by The Halton Catholic District School Board as granted to Catholic School Boards under The British North America Act, 1867, the Constitution Act 1982 and The Charter of Rights and Freedoms.

26.03(a) Save and except to the extent specifically modified or curtailed by any provisions of the Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

(b) Notwithstanding the above, the Board agrees not to change the following policies and administrative procedures during the terms of this agreement: Staff Allocation Committee (S.A.C.), Affirmative Action Policy, Medical Procedures and Chief Negotiator Release Time.

26.04 **JUST CAUSE ARTICLE**

(a) No teacher who has passed his/her probationary period shall be disciplined, demoted or discharged without just cause.

(b) A probationary teacher shall not be disciplined, demoted or discharged except for just cause, provided that in the case of a probationary teacher just cause shall be assessed against a lower standard.

(c) Such notice shall state the reason(s) for termination. Such notice shall be sent to the teacher’s last known address or via hand delivery by the supervisory officer to the teacher.

(d) A teacher appointed to a position of responsibility for a specified term appointment may not use the Grievance Procedure to appeal a decision of the Board to terminate the specified term appointment at the expiry of the term thereof.

(e) The termination of a teacher’s contract or the termination of any appointment to a position
of responsibility due to redundancy in accordance with Article XIV (Seniority/System Staff Reduction) is not subject to the Grievance Procedure.

(f) Without limiting the rights of a teacher under Article XV, a teacher may not use the Grievance Procedure to appeal any transfer.

26.05 PROBATIONARY TEACHERS

(a) (i) A teacher who has less than 3 (three) years of teaching experience shall be subject to a period of two years probation upon commencement of employment with the Board.

(ii) A teacher who has more than 3 (three) years of teaching experience, shall be subject to a period of one years' probation upon commencement of employment with the Board.

26.06 LEAVE WITHOUT PERMISSION

When a teacher is absent without permission from the Board, such teacher may be subject to progressive discipline up to and including termination.

ARTICLE XXVII INTERPRETATION

27.01 Coterminous Board - means the Halton District School Board.

27.02 Consultant - means a certified teacher engaged as a program leader, holding qualifications for the position, acceptable to the Board, and who assists supervisory officers, principals and teachers in the maintenance of quality programs and in effecting changes in curriculum at the system level for any group of schools or grades under the jurisdiction of the Board and holding the appointment and title for a specified time period by resolution of the Board.

27.03 Department Head - means a certified teacher holding the necessary qualifications valid to teach in the secondary schools, charged with leadership responsibilities for a group of subjects or area of study, and holding the appointment and title for a specified time period by resolution of the Board.

27.04 Board - means The Halton Catholic District School Board.

27.05 Secondary Unit - means all teachers employed in the secondary panel of the board who are members of the bargaining unit and come under the jurisdiction of this collective agreement.

27.06 Teacher - means a Part X.1 teacher as defined by the Education Act, excluding occasional teachers, who is assigned to teach in one or more secondary schools of the Board, or to perform duties in respect of such schools, all or most of the time and, for the purposes of clarity, excludes a supervisory officer, a principal, or a vice principal or an instructor in a teacher training institution. All teachers must be members in good standing of the Ontario College of Teachers to be eligible for employment.

27.07 Part-Time Teacher - means a teacher employed by the Board on a regular basis for other than full-time duty.
27.08 **Position of Responsibility** - means a teacher who on the recommendation of the Director of Education is appointed by resolution of the Board to one of the following positions:

Consultant and Department Head.

27.09 **Teaching Experience** - means successful teaching experience as a certified teacher in accordance with Article IV of this Agreement.

27.10 **Redundant** - means surplus to the system.

27.11 **Redundant Teacher** - means a teacher who is declared surplus to the Halton Catholic District School Board and who has been laid off by the Board with written layoff notice.

27.12 **Continuous Employment** - means the sum of consecutive years of employment with The Halton Catholic District School Board, and its Coterminal Board as defined in Bill 30 in accordance with Article 14.01, including teacher exchange program teaching experiences; Board approved secondment programs; and Board sponsored leaves of absence with salary.

27.13 **Surplus Teacher** – means a teacher, who at a particular worksite, due to declining enrolment and/or a program change, is required to be re-assigned to another location.

27.14 **Total Years of Employment with the Halton Catholic District School Board** - means the sum of those years of teaching employment with The Halton Catholic District School Board, and its Coterminal Board as defined in Bill 30 in accordance with Article 14.01 notwithstanding any interruption of employment for any cause.

27.15 **Total Years of Employment in Ontario** - means the sum of those years of teaching employment on a contractual basis as defined in the Education Act and Regulations prior to September 1, 1998 and regular teaching effective September 1, 1998 and thereafter, with any school board in Ontario notwithstanding any interruption of employment for any cause.

27.16 **Municipalities** - for the purpose of this Agreement, Municipalities are defined as the four (4) urban municipalities of Halton Region: Burlington, Oakville, Milton and Halton Hills.

27.17 **Probationary Teacher** - means a teacher, as defined by Article XXVI, Article 26.05 who has not yet passed his/her probationary period, as defined in this collective agreement.

27.18 **Continuing Education Program** - Under this agreement are those credit programs established by the Board under its Continuing Education program and which are funded under the Continuing Education grant formula.

27.19 **Dual Credits** – a high school credit which may also be recognized as a credit in a College or University program.

27.20 **PDT Agreement** – Provincial Discussion Table Agreement refers to the agreement reached between the Ministry of Education, OCSTA and OECTA, May 1, 2008, which outlines certain items that must be included in the OECTA Local Bargaining Units’ Collective Agreements.
ARTICLE XXVIII DEFERRED SALARY LEAVE PLAN

28.01 Description
The Deferred Salary Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

The period of leave shall be for one full school year or a complete semester; less than, or greater than such will not be considered.

The plan provides a flexible approach for determining the period of savings leading up to one (1) year leave, however, the period of savings (salary deferral) shall not be less than two (2) years or greater than six (6) years.

28.02 Eligibility
A teacher with three (3) years seniority with the Halton Catholic District School Board shall be eligible to participate in the Plan.

28.03 Application and Approval
A teacher must make written application to the Director of Education on or before January 31, requesting permission to participate in the Plan.

Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year the original request is made.

The number of leaves granted for any one year shall not exceed two percent (2%) of the number of teachers employed by the Board.

The number of leaves granted to take effect in any given year may be restricted by program requirements at the school or system level.

Approval of individual requests to participate in the Plan shall rest solely with the Board.

28.04 Payment Formula and Leave of Absence
The payment of salary, and Benefit Plan premiums; and the timing of the one year leave of absence shall be as follows:

(a) In each year of the Plan, preceding the year of the leave, a teacher shall be paid a reduced percentage of the teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained in trust for the teacher by the Board to finance the year of leave.

(b) For a full year leave, the percentage of annual salary to be deferred in each of the “savings years” shall be equal to the percentage calculated by dividing 100% by the total number of years in the Plan.
Example: Work 3 years, take leave in 4th year (3 over 4)

Salary to be deferred  \[ \frac{100\%}{4 \text{ years}} = 25\% \] (deferred each of the “savings years”)

Teacher will receive 75% of annual salary for each of the four (4) years

(c) For a semester leave, the percentage of annual salary to be deferred in each of the “savings years” shall be equal to the percentage calculated by dividing 50% by the total number of years in the Plan.

Example: Work 6 semesters, take leave in 7th semester (7 semesters = 3.5 years)

Salary to be deferred \[ \frac{50\%}{3.5 \text{ years}} = 14.28 \] (deferred each of the “savings years”)

Teacher will receive 85.72% of annual salary in each of the seven semesters.

(d) On September 1st and December 31st, or as soon thereafter as feasible, in each year a participating teacher is to receive from the Board a statement of principal and interest standing to the teacher's credit.

(e) While a teacher is enrolled in the Plan, and not on leave, any benefits related to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.

(f) Subject to the terms of the Benefit Plans in effect, a teacher's benefits will be maintained by the Board during the teacher's leave of absence. A teacher will be eligible to participate in the Benefit Plans available to other teachers employed with the Board at the same rate payable by the teacher and on the same terms as apply to those teachers continuing in regular duties.

(g) While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the Plan.

(h) In the absence of any mutual agreement between the Board and the teacher, the sum accumulated to the credit of the participating teacher, including interest thereon, will be paid out to the participant using the pay schedule agreed upon for teachers not on leave of absence. Payment will be forwarded to an address designated by the teacher. Additional interest accumulated during the year of leave will be paid in a lump sum at the end of the leave year.

(i) A teacher, during the period of deferral, shall have no access to the deferred monies so long as that teacher remains in the Leave Plan.

28.05 Terms of Reference for Leave
(a) On return from leave, a teacher shall be assigned, subject to the effects of declining enrolment, changing enrolment patterns or school organization changes, to the teacher’s same position (including position of responsibility).

(b) Sick leave credits shall not accumulate during the year spent on leave.

(c) The year of leave taken under the Deferred Salary Leave Plan shall be treated as a year’s teaching experience for the purpose of seniority with the Board. The teacher shall not be credited with increment in respect of that year.

(d) A teacher shall not be granted leave under this plan who has not fulfilled all of the requirements of a previous Sabbatical or other leave plan as defined in the Collective Agreement.

28.06 Termination of Plan
(a) A teacher who is declared redundant, or whose contract with the Board is otherwise terminated, shall withdraw from the Plan.

(b) In such cases, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

28.07 Statutory Deductions
(a) Teacher Pension Plan deductions are to be continued as provided by the current ruling of the Teacher Pension Plan Board during the terms of the teacher’s participation in the above leave plan.

(b) Subject to the approval of the Teacher Pension Plan Board a teacher may, on return from the leave, make payment to the Teacher Pension Plan Board on the difference, if any, between the amount received in the term of absence and the amount which would represent 100% of the salary for the term of the absence.

(c) Income tax shall be deducted on the amounts received by the teacher during each year of the Plan in accordance with the income tax regulations in effect at that time. Canada Pension and U.I.C. deductions and credits shall similarly be determined by the regulations in effect at that time.

28.08 (a) Except by mutual consent, an election to participate in the Plan shall be irrevocable, provided however, that a teacher may withdraw from the Plan prior to March 1st of the calendar year in which the leave is to be taken. Repayment shall be as provided in Article 28.06(b) hereof.

(b) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave by notifying the teacher prior to March 1st. In the event of such deferral, the teacher may choose to remain in the Plan or receive repayment as provided in Article 28.06(b) as aforesaid.

(c) Should any such deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated at the expiry date of the Plan shall continue to accumulate
interest as provided in Article 28.04(c) hereof, until the leave of absence is granted, and subject to the one year maximum deferral limitation set out in 28.08(b) as aforesaid.

(d) In the event of a teacher’s death while participating in the Plan, any monies accumulated, plus interest accrued [see Article 28.04(c)] at the time of death shall be paid to the teacher’s estate or a beneficiary as designated by the teacher. In the event that the teacher has not made such a designation, the monies accumulated shall be paid to the teacher’s estate.

28.09 Contractual Agreement
(a) The Board and the Halton Secondary Unit assume no responsibility for any consequence arising out of the implementation of the Plan related to its effect on a teacher’s Pension Plan provisions or income tax implications or any other employment related benefits.

(b) A teacher wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation is given.

ARTICLE XXIX THOMAS MERTON SECONDARY SCHOOL

29.01 Article 18 shall apply to all teachers who are assigned to teach credit courses at Thomas Merton Secondary School with the exception of the following Articles:

18.01 (b)(c)(d)(e)  
18.04 – Supervision time excluded  
18.06  
18.11  
18.12  
18.13  
18.14(a)(b)  

(i) Where a program or course is delivered in module format, each module being comprised of two (2) instructional periods per day, the teacher may be assigned to teach up to seven (7) instructional periods in up to six (6) modules throughout and over the course of a school year. Each teacher may be assigned up to a maximum of one on call per week (3.5 hours).

(ii) Should a regular or probationary teacher be used to deliver a program or course which is offered in a format other than a module format, the provisions of subparagraph (i) will be adjusted to permit assignments to teachers provided that, over all, the total time spent in assignments by any other regular or probationary teacher over the course of the school year shall not exceed the equivalent of what is permitted under sub section (i).

(iii) Day School Programs - are those credit programs provided through Thomas Merton Secondary School which have been approved by the Board and which are completely funded under the day school grant formula.

ARTICLE XXX CONTINUING EDUCATION

Continuing Education
The following terms are the collective agreement provisions applying to Continuing Education teachers.

30.01 "Continuing Education Teacher" as referred to in this article means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualifications or a Letter of Permission as a teacher is required by the regulations.

30.02 It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement upon the completion of the course or program which the teacher was employed to teach or on the date of the cancellation of the program which the teacher was employed to teach.

30.03 Teachers of Continuing Education shall be members of O.E.C.T.A. The applicable union dues will be deducted on an equal basis from each pay and on the basis of 1.25% of wages earned and subsequently remitted to the provincial office of O.E.C.T.A.

30.04 The hourly rate of pay set out in this Agreement is based only on scheduled classroom teaching hours. However, the payment to the teacher based on such hours is payment also for performance by the teacher of duties related to his/her teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all other activities necessarily related to the effective teaching of pupils.

30.05 The grievance and arbitration procedures are those set out in Articles XXIII and XXIV of the collective agreement.

30.06 Other than as set out in this Article the terms and conditions of this collective agreement shall not be applicable to Continuing Education Teachers.

30.07 The Board shall pay to a Continuing Education Teacher for each hour of instruction in a credit course the following rate of pay:

| Continuing Education Salary | August 31, 2008 $40.58 | September 1, 2008 $41.80 | September 1, 2009 $43.05 | September 1, 2010 $44.34 | September 1, 2011 $45.67 |

30.08 A continuing education teacher shall not be paid when absent from duties for any reason.

30.09 If required by the Employment Standards Act the above noted hourly rates are deemed to include vacation and Statutory Holiday Pay.

30.10 Continuing Education class sizes shall not exceed a maximum of 35 students.

30.11 Each Continuing Education day school teacher shall be recognized for experience for salary purposes to the extent that such teacher is hired by the Board for employment in day school
according to the following formula:

7 credit courses = 1 year of experience in any one academic year.

Notwithstanding the above no teacher shall accrue more than 1 year of experience.

ARTICLE XXXI UNION BUSINESS

31.01 Use of the premises of the Board shall be governed by Board Policies and Procedures for the use of schools.

31.02 The Board shall provide bulletin board space in the staff room of each school for the purpose of information. The Halton Secondary Unit shall provide copies of such information to the principal of the school.

31.03 The Board shall recognize one union representative at each secondary school or work site. The Halton Secondary Unit shall notify the Board in writing by September 30 of each year of the names of the officials and union representatives.

31.04 Where the administration of the school has a meeting with a teacher that is for formal discipline, such teacher shall be entitled to union representation at such meeting. The union representative and the aforementioned teacher shall be entitled to attend without loss of pay or benefits.

31.05 Where the Board establishes a committee requiring Association representation, the Association representative shall be appointed by the authorized representative of the Halton Secondary Unit.

31.06 The Board shall release teachers up to a maximum of thirty (30) days system-wide upon Association request and approval by the Executive Officer, Human Resources Services. Such days shall be exclusive of collective bargaining and health and safety matters. In reviewing the request for the release of teachers, the Executive Officer, Human Resources Services will take into account the impact on program delivery in the school.

31.07 Where such teacher(s) are released, as per Article 31.06, the Association shall reimburse the Board at the daily rate of the released teacher. An occasional teacher will be assigned for such teacher.
ARTICLE XXXII PROFESSIONAL DEVELOPMENT

32.01 Both parties agree that professional development is an integral part of a productive and successful Catholic Professional Learning Community.

The Board and the Halton Secondary OECTA will form a Joint Professional Development Committee to allow the Unit to provide input into professional development days, and assist in:

- The overseeing of professional activities for teachers during Professional Activity days and consistent with the learning goals identified in the Teachers’ Annual Learning Plans;
- Promoting best practices and sustaining successful Catholic Professional Learning Communities (CPLC) and monitoring their implementation.

The committee shall be established as of September 1, 2009, and shall be composed of three (3) representatives appointed by the Board, and three (3) representatives appointment by the Halton Secondary Bargaining Unit.

The parties agree:
- That valuable professional development is job-embedded, informed by research and done in partnership with colleagues.
- The success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up.
- CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continue learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
- Teacher’s Annual Learning Plan will inform the Professional Learning opportunities funded through this allocation as well as the CPLC.
MANAGED HEALTH CARE PLAN

1. **Dental Benefits**
   (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide.

   i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.

   (b) Recalls every 9 months

   (c) Periodontal scaling will be limited to ten (10) units per 12 months.

   (d) Bitewing x-rays will be limited to one (1) during an eighteen month period.

   (e) Complete oral exams will be limited to one (1) per five (5) years.

   (f) Fluoride Treatment for children under 19 years of age limit 1 every 12 months.

   (g) Fifty percent (50%) of eligible expenses for orthodontic procedures to a lifetime maximum of $2,250 for all eligible teachers and dependents will be reimbursed in accordance with the plan.

2. **Medical**
   (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.

   (b) Mandatory generic replacement with the inclusion of an exception policy covering the allergic reactions to generic replacement.

   (c) Participation in Medi-Trust is voluntary

   (d) Massage therapy prescribed by a physician shall be limited to ten (10) visits per year to a maximum of $750.00 annually.

   (e) Hearing Aids shall be limited to $600.00 annually.

   (f) Mastectomy brassieres shall be limited to two (2) annually.

   (g) Vision care shall be limited to $275 every 12 months for any child under the age of 18, or 24 months for each adult.

   (h) Eye exams will be reimbursed to a maximum of $60.00 every two years towards the cost of a vision examination for all eligible teachers and dependents in accordance with the plan.
(i) 100% of the cost for the following paramedical services: acupuncture, naturopath, homeopath, dietician to a combined maximum of $500.00 per benefit year for all eligible teachers and dependents will be reimbursed in accordance with the plan.
LETTER OF UNDERSTANDING Re: Fair and Equitable Staffing

In the event of the passage of regulations impacting on secondary workload, the parties recognize it may not be possible to strictly follow Article 18.04. The parties agree that there will be fair and equitable distribution of workload.

The Board and the Unit shall meet to review the implementation of the regulations.

LETTER OF UNDERSTANDING Re: Criminal Records Check

1. The Board shall require of the teachers a Criminal Background Check (CBC) as specified in Regulation 521/01 Ontario Regulations, which exhibits convictions only for which a pardon has not been granted.

2. The CBC and the yearly Offence Declaration, shall be stored in a confidential file separate from the personnel file. Access to the file shall be limited to the Executive Officer, Human Resources Services and a maximum of three designates from Human Resources Services.

LETTER OF UNDERSTANDING Re: Performance Appraisal of New Teachers

1. No member of the Bargaining Unit shall conduct a Performance Appraisal of another member of the bargaining unit.

2. Voluntary activities shall not be imposed on a teacher as criteria within the context of the Performance Appraisal process.

3. The Teacher Performance Appraisal process and criteria shall be as set out in the Ministry of Education document, New Teacher Induction Program – Teacher Performance Appraisal: Technical Requirements Manual (2010), which is subject to change from time to time as mutually agreed upon by both parties.

4. In each semester the Bargaining Unit shall be provided with an updated list of the new teachers.

5. When a new teacher receives a performance appraisal rating of development needed, or unsatisfactory, she/he shall be provided with a letter, developed by the President of the Halton Secondary Unit that concerns the process and directs the teacher to contact the President. Said letter shall be given to the new teacher by the appraiser.

LETTER OF UNDERSTANDING Re: Performance Appraisal of experienced teachers

1. No member of the Bargaining Unit shall conduct a Performance Appraisal of another member of the bargaining unit.
2. Voluntary activities shall not be imposed on a teacher as criteria within the context of the Performance Appraisal process.

3. The Teacher Performance Appraisal process and criteria shall be as set out in the Ministry of Education document, Performance Appraisal of Experienced Teachers – Teacher Performance Appraisal: Technical Requirements Manual (2010), which is subject to change from time to time as mutually agreed upon by both parties.

4. The Bargaining Unit shall be provided with a list, on or before October 15 of each year, of the names of the teachers in each school who are on the performance appraisal cycle in that school year.

LETTER OF NOTICE Re: Compassionate Care Leave

The Board shall post on StaffNet, information on how to access the Compassionate Care Leave and Emergency Care Leave provisions of the Employment Standards Act, 2000.

LETTER OF UNDERSTANDING Re: Secondary Day E-Credit Courses

(a) A day e-credit course is a secondary school credit course that is delivered electronically during the instructional day.

(b) An e-credit course is one approved by the Ministry of Education.

(c) Each E-course shall have the same workload value for teachers as other credit course(s) and shall be a part of the workload of a teacher as set out in Article 18.04.

(d) Day school E-courses shall be scheduled during the instructional day and school year.

(e) The vehicle for the delivery of E-courses shall be the Halton Catholic District School Board computer server.

(f) A teacher delivering an E-course shall do so at an assigned work location at the school to which the teacher is assigned.

(g) E-courses shall be subject to the class size provisions contained here in and as set out in Article 18.09.

(h) Communication with students taking an E-course shall be through the Halton Catholic District School Board computer server.

(i) The Board shall provide the Bargaining Unit with information pertaining to E-courses enrollment, staffing of E-courses, and a listing of E-courses that are being delivered, through the Board Level Staffing Committee.

(j) The Board shall provide the opportunity to each Secondary Teacher delivering an E-course,
LETTER OF UNDERSTANDING Re: Acting Department Heads

Acting Department Heads may be utilized as an interim replacement in the following circumstances:

i) to replace a department head who retires or resigns during the school year
ii) to replace a department head who goes on an approved leave of absence during the school year
iii) to fill a vacant department head position for up to one (1) school year in the absence of a qualified candidate deemed suitable by the Board.

An acting department head position shall be posted wherever possible, in accordance with Article 15.12.

In the event that a department head retires or resigns during the school year, the vacant position shall be posted for the following school year.

LETTER OF INTENT Re: Bi-Level Classes

Without limiting the generality of the Principal’s authority as defined in the Education Act and Regulations, the Principal shall endeavour to keep bi-level classes to a minimum. The establishment of bi-level classes should occur only after single level classes have been planned (Special Education class excepted).

The maximum enrolment for bi-level classes shall be specified in Article 18.09(c). It is agreed that this Agreement is not intended to derogate from the Board’s rights and obligations under the Education Act and Regulations to provide an education for all students enrolled with the Board.

LETTER OF UNDERSTANDING RE: Religious Education Courses

The Board shall pay the full amount of registration and tuition for all teachers enrolled in Religious Education Course Part I offered by OECTA/OCSTA provided that the course is sponsored by the Halton Catholic District School Board and is successfully completed by the teacher.

The Board encourages teachers to enrol in the OECTA/OCSTA Religious Education Courses Parts 2 and/or 3. The Board shall pay the full amount of registration and tuition fees provided that the courses are sponsored by the Halton Catholic District School Board and are successfully completed by the teacher.

LETTER OF UNDERSTANDING Re: Group Benefits Enhancements from the PDT

Upon written request, the Board shall provide the Halton OECTA Secondary Unit with requested disclosure to allow for informed decision making on group benefit enhancements, as provided by the funding from the Provincial Discussion Table agreement, May 1, 2008. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.
The parties agree to meet by October 31st, 2009, to discuss benefit enhancements to be effective September 1, 2010.

LETTER OF UNDERSTANDING Secondary Staffing for Credit/Credit Equivalent Program(s) for Expelled and Suspended Secondary Students

(a) The delivery of Credit/Credit Equivalent Program(s) for Expelled and Suspended Students is bargaining unit work and as such shall fall within the parameters of this collective agreement.

(b) The teaching positions associated with the Credit/Credit Equivalent Program(s) for Expelled and Suspended Secondary Students shall be posted as per Article 16.

(c) The workload for teachers delivering the Credit/Credit Equivalent Program(s) for Expelled and Suspended Secondary Students shall be as set out in Article 18.01(a), 18.02, 18.04, 18.05, 18.06, 18.08, and 18.15. Any concerns with respect to working conditions that may arise during the life of this Collective Agreement shall be first discussed at the Labour Management Committee.

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

LETTER OF UNDERSTANDING: Thomas Merton Secondary School

The Halton Catholic District School Board and the OECTA Halton Secondary Unit agree to establish a committee to study the feasibility of implementing a revised module schedule for teachers at Thomas Merton Secondary School.


Should the recommendations in the report be adopted the revised module schedule shall be implemented for September 1, 2009.

LETTER OF UNDERSTANDING: School Staffing Advisory Committee

The parties agree to a pilot project at one secondary school to be established in the 2012/2013 school year to staff for the 2013/2014 school year. The School Staffing Advisory Committee shall include one school OECTA representative, one teacher elected by the teaching staff at the school, the Guidance Head, the Principal and Administration Staff.

The parties further agree to review the outcomes of the pilot project prior to the end of the first semester of the 2013/2014 school year for possible expansion to all secondary schools in a future year.
LETTER OF UNDERSTANDING: Personal Day

OECTA Secondary Teachers will be granted with one (1) personal day per school year commencing in the 2013/2014 school year.

This day will not be used on either the first or last day of the school year or to extend either the Christmas or March Break. It can also not be taken to extend any Canadian Statutory Holiday weekend (i.e. Labour Day, Thanksgiving, Easter Break), or on Black Friday.

This day will be granted automatically and teachers are not required to request this day off. However, a teacher is required to enter their absence into the Smart Find system using the appropriate code.

LETTER OF UNDERSTANDING: Surplus Placements

The parties agree to a pilot program for the 2012/2013 school year to modify Article 15.05(a) so that it will read as follows:

Any teacher(s) declared surplus, as per Article XIV, shall be placed in a teaching assignment prior to the Round 3 posting.

It is the parties intention to try to facilitate the movements of experienced teachers in the Halton Secondary Unit.

It is further agreed that the parties will review the success for this change for possible implementation for the 2013/2014 school year.

LETTER OF UNDERSTANDING: Voluntary Teacher Exchange

The parties agree to pilot a program for the 2012/2013 school year to allow for the consideration of voluntary transfers of teachers. The pilot program shall operate as follows:

A teacher who has a minimum of five (5) years teaching experience in the Halton OECTA Secondary Unit may apply for an exchange with a teacher in another Secondary school by forwarding all pertinent information (name, current position/assignment, current school, desired school, teacher interested in exchanging positions with, qualification, and desired specialty), to the Executive Officer, Human Resources Services between January 1st and March 31st of the school year.

Teachers who have applied for an exchange shall notify their respective Principals in writing of any possible exchange.

All exchanges shall be considered and are subject to the approval by the Executive Officer, Human Resources Services and the appropriate Superintendents of Education and Principals concerned at the Board’s discretion.

All requested voluntary transfers shall be responded to by the Executive Officer, Human Resources Services, or designate, no later than April 15th.
Approved exchanges will become effective on September 1st of the following school year.

It is further agreed that the parties will review the success of this change for possible implementation for the 2013/2014 school year.
September 1, 2001

Mr. J. Pece
President, O.E.C.T.A. Halton Secondary Unit

Dear Mr. Boyd:

**RE: VACATION PAY AND REGULATION 3.04**

This letter will confirm our agreement that the annual salary for a teacher includes vacation pay and holiday pay.

This will also confirm that the school year shall be in accordance with regulation 304 and as designated by Ministry of Education and Training calendar. The Board shall not require teachers to attend any days under section 171 (2) (3) (4) (5) of the Education Act.

_______________________     ________________________
L. G. Piovesan       J. Pece
Director of Education,       President, O.E.C.T.A. Halton Secondary
Halton Catholic District School Board       Unit

Dated: September 1, 2001

_______________________
H. Schweinbenz
O.E.C.T.A. Rep
January 3, 2013

Diane Rabenda
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Dear Diane, Michael, Kevin and Marshall,

Thank you for providing me with your ratified collective agreement with secondary school teachers at the Halton Catholic District School Board.

Upon review, I am pleased to advise you that your agreement will come into operation as of September 1, 2012. Please note the clarifications on the operation of the agreement as described in the Appendix.

Congratulations to both the school board and OECTA for the leadership you have shown in negotiating this local collective agreement. By working together and finding solutions, you are doing your part to protect the gains we have made in education while still meeting our shared fiscal realities.
Local agreements are possible when everyone works together and maintains a clear focus on what matters most – our students. Thanks to leaders like you and the negotiated collective agreement you have reached, we can continue to invest in important programs such as full-day kindergarten and small class sizes while preserving 20,000 teaching and support staff positions.

Together, we have chosen to put our students and our education system first. As a result, we are in a strong position to build on our past success and achieve a new level of excellence in publicly funded education.

Congratulations once again. I look forward to continuing to work with you and doing what we do best – putting students first as we continue to build Ontario’s education system into one of the best in the world.

Yours truly,

Laurel Broten
Minister

Enclosure
Appendix A
LETTER OF APPROVAL OF COLLECTIVE AGREEMENT

Appendix to Minister's Letter

Pursuant to the *Putting Students First Act, 2012*, (PSFA), s. 8 (9), the Collective Agreement between the Halton Catholic District School Board and the Ontario English Catholic Teachers' Association representing Every Part X.1 teacher, as defined by the Education Act, other than occasional teachers, who are assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time, ratified by the Board and the Union, shall come into operation on September 1, 2012.

For clarity, and pursuant to s.7 of the PSFA, if the ratified Collective Agreement is inconsistent with any of the terms or conditions of the Memorandum of Understanding between the Ministry of Education and the Ontario English Catholic Teachers' Association (OECTA) dated July 5, 2012 (the "MOU") and any relevant regulations made under the *Putting Students First Act, 2012* or the *Education Act* ("Regulation"), any of the terms or conditions of the ratified Collective Agreement are inoperative to the extent of the inconsistency. A provision of the ratified Collective Agreement is inconsistent with the terms or conditions set out in the MOU and Regulation if the provision changes, nullifies or limits the operation of a provision of the MOU and Regulation. Please note that these regulations include enhanced provisions negotiated with other unions which are now generally applicable, including to OECTA members.

The parties are reminded that any clausal amendments made with regard to group benefit plans must be consistent with section E of the July 5, 2012 OECTA MOU and consistent with any entitlement resulting from the GSN benchmark enhancement introduced in 2010-11 to enhance benefits and other working conditions of existing employees, and that any such amendments are inoperative to the extent of the inconsistency.
MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

And

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION (OECTA)

July 5th, 2012
A. **Term**

The term of collective agreements within the scope of this Memorandum of Understanding (MOU) is two (2) years (September 1, 2012 to August 31, 2014).

B. **Salary Increases**

1. 0% in 2012-13
2. 0% in 2013-14

C. **Retirement Gratuities**

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.

2. Upon retirement, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee’s current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.

3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.

D. **Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan**

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under s.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

**Sick Leave Days**

1. Each school year, a teacher shall be paid 100% of regular salary for up to ten (10) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. A part-time teacher shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to ten (10) days of absence due to illness. These days shall not accumulate from year-to-year.

2. Any leave provision under the local 2008-2012 collective agreement that utilizes deduction from sick leave, for reasons other than illness, shall be granted without loss of salary or deduction from sick leave to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have 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.
Short Term Sick Leave

1. Each school year, a teacher absent beyond the ten (10) sick leave days paid at 100% of salary, as noted in clause 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid 66.67% of regular salary, and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability (STLP) provisions detailed below.

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

1. Within the purview of the Teachers’ Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers’ Federation to amend the Ontario Teachers’ Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short-Term Leave and Disability Proposal (STLDP) with the following principles:

i. 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;

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

iii. if the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), 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 back to work.

a. 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.

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

iv. the exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers’ Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education); and

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

In school boards where the Long Term Disability Plan waiting period currently exceeds 130 days the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan until such time, but no later than January 1, 2013, that the Association becomes the policy holder of all Long Term Disability plans.

2. For the purpose of determining the divisor for the number of days worked that constitutes a year, separate classes of employee groups shall be used. This will be consistent with the classes identified in the current long term disability plans for the respective employee groups.
Effective September 1, 2012 the school boards shall notify teachers, copied to the local unit, when they have exhausted their ten (10) days of sick leave at 100% of salary in any school year. Failure to notify an employee, or the unit, will not be subject to the grievance procedure if such failure is due to circumstances beyond the control of the board.

See attached for the common method of deduction (Payment of Reduced Income Days) to be used by all school boards.

Short Term Leave and Disability Plan (STLDP)

1. For teacher absences that extend beyond the ten (10) sick leave days paid at 100% of salary referenced above the teacher shall be eligible for a STLDP of 90% of regular salary, subject to the appended mutually agreed to third party adjudication process.

In the event that a school board fails to implement the STLDP third party adjudication process with the Ontario Teachers’ Insurance Plan (OTIP) by September 1, 2012 all absences due to illness beyond the ten (10) sick leave days paid at 100% of salary shall be paid at 90% of regular salary. Illness shall be defined as per the 2008-12 local collective agreement. Payments made prior to the implementation of the STLDP will not be subsequently adjudicated under the STLDP.

2. Subject to the third party adjudication process, an absence is eligible for the STLDP under either of the following conditions:

   a. All, or any part of, an absence of five (5) or more consecutive work days, occurs beyond the ten (10) sick leave days paid at 100% of salary.

   b. An absence of any duration beyond the ten (10) sick leave days paid at 100% of salary due to an ongoing or intermittent medical condition such as, but not limited to, recurring illnesses or medical conditions, or any form of chronic condition.

3. School boards and the Association shall fully comply with the provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of the STLDP.

4. School boards and the Association shall fully comply with the notification requirements defined by the administration provisions of the STLDP and cooperate with the third party adjudicator in the implementation and administration of a mandatory early intervention and return to work processes as a component of the short term disability plan.

5. The school boards shall be the policyholder and be responsible for the costs of the third-party adjudication process.

6. It is agreed that, for the term of this agreement, the decisions of the third party adjudicator shall be subject only to the appeal process and not the grievance process.

7. The school board shall reimburse the cost of medical documentation required by the third-party adjudication process.
8. The agreed upon third party adjudication contract and process will be reviewed by the school boards and/or OCSTA, in consultation with OECTA, by August 31, 2014.

Should the school boards and/or OCSTA engage in an RFP process for a third party adjudication process, the Association shall be consulted on the development of the RFP to ensure consistency with long term disability plans.

The adjudication process between the STLDP and the long term disability plans shall provide a consistent continuum of coverage. An essential criterion in evaluating any RFP will be consideration of a seamless third party adjudication process with the long term disability plans.

Workplace Safety and Insurance Board (WSIB)

Notwithstanding the above, WSIB 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.

Maternity Leave

Notwithstanding the above, a teacher shall receive 100% of salary for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-12 local collective agreement but without deduction from sick leave. Teachers who require a longer than six week recuperation period shall have access to the short term disability plan through the normal adjudication process.

Occasional Teachers in Long Term Assignments

1. The definition of Long Term Occasional Teacher shall be as per the respective occasional teacher local collective agreement.

2. Occasional Teachers during a Long Term Assignment shall be eligible for the Sick Leave and STLDP subject to the conditions in number three (3) below. For clarity, such plans cannot extend beyond the term of a given Long Term Assignment.

3. The number of days available to an Occasional Teacher in a Long Term Assignment in the Sick Leave and STLDP shall be based upon the following:

   (a) Sick leave and STLDP days are allocated at the commencement of the Long Term Assignment;

   (b) Ten (10) days of sick leave at 100% of salary based on a ten (10) month assignment, pro-rated based on the length of the assignment. Such leave shall not accumulate from school year to school year.

   (c) i) Sixty (60) days of STLDP, for a ten (10) month assignment, and subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year.
ii) For Long Term Assignments of less than ten (10) months, three (3) days of STLDP per month, subject to the conditions governing the STLDP as specified above. Such leave shall not accumulate from school year to school year. These days shall be credited at the beginning of each month of the assignment, except in the case of pre-determined assignments of more than three (3) months, where such days shall be credited at the beginning of the assignment.

(d) An Occasional Teacher may accumulate unused sick leave from one Long Term Assignment to another Long Term Assignment within the same school year.

4. Any leave provision under the local 2008-2012 occasional teacher collective agreement that utilizes deduction from sick leave, for reasons other than illness, shall be granted without loss of salary or deduction from sick leave to a maximum of five (5) days per school year. Local occasional teacher collective agreements that currently have less than five (5) days shall remain at that number. Local occasional teacher collective agreements that have 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.

Long Term Disability (LTD) Plans

1. The Association shall be the policyholder of the Long Term Disability Plans effective January 1, 2013, except as determined by number 7 below, subject to the existing notice provisions with the current carrier. School boards shall provide all data, related to the long term disability plans, as requested by the Association’s carrier.

2. 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. 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. The school boards shall enroll all teachers, identified in 2 above, in the Long Term Disability Plan in the manner prescribed by the Association.

5. The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide OECTA teachers with LTD Claim kits.

6. 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.

7. 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 as per number 6 above unless otherwise agreed to locally.
8. The Association shall assume all other administrative functions of the Long Term Disability plans for the Teachers.

9. 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 7 above.

10. Effective September 1, 2012, the third party adjudicator shall copy the local unit notice regarding all individuals who begin to access the short term leave and disability plan at the time notification of the adjudication decision is provided to the school board.

11. Effective September 1, 2012, the school boards shall participate in early intervention programs initiated on behalf of disabled teachers who shall participate in such programs.

12. Effective September 1, 2012, the school boards shall participate in return to work programs initiated on behalf of disabled teachers.

13. The school boards shall provide a list of teachers on claim as of September 1, 2012 and on December 31, 2012.

14. By September 1, 2012 the school boards, except where the school board pays 100% of the premiums (Dufferin-Peel CDSB and Huron-Superior CDSB), and their agents shall provide to the Association and its agent(s) detailed disclosure regarding existing long term disability benefit plans for the Association members in all school boards. The appended letter “Permission to Release Experience Information”, forms a part of this agreement, and outlines the obligations of the school boards and/or their agents to disclose the specified information and is subject to the Alternate Dispute Resolution in the case of any dispute concerning terms or implementation.

15. Effective July 4, 2012 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).

E. Benefits

1. The government proposes to establish a committee composed of teachers' federations, support staff unions, school boards, school board trustee associations and the government (Ministries of Education and Finance) to fully investigate the creation of one or more "provincial" benefits plan(s) for the education sector, with a view to consolidation and consistency of approach.

2. The Committee would complete its work by January 1, 2014 for consideration during collective agreement discussions in 2014, with solutions that ensure the fiscal sustainability of benefits plans for employees, employers, and taxpayers into the medium and long-term.

3. Subject to committee review in paragraph E1 and E2 above, the Association shall be the policy holder of the benefits plans for all teachers in Catholic schools, excluding statutory benefits.
4. With the exception of the Long Term Disability Benefit plans, all group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain status quo for the 2012-2014 collective agreements. For clarity, status quo includes any scheduled adjustments based on the contract definition(s) and these will occur as scheduled (e.g. if in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

5. Effective July 4, 2012, in order to ensure the fiscal sustainability of health care benefit plans for employees, employers, and taxpayers into the medium and long term, the withdrawal of any monies from any health care benefit plan reserves, surpluses and/or deposits shall require the express approval of the Minister of Education. All such withdrawals shall be reported to the committee established in accordance with E1 above.

6. One of the objectives of the committee review will be to provide full and complete transparency by ensuring that there is an ongoing mechanism for the release of all benefit plan information, including all financial data, to employees through their representative organizations, employers and the government.

F. Benefits after Retirement

1. Effective September 1, 2013, any new retiree (or his/her family) in the education sector who has access to post-retirement benefits (health, dental, life, etc.) and pays premiums for such benefits shall be included in an experience pool segregated from all active employees, such that the pool is self-funded.

2. Effective September 1, 2013, no new retirees (or his/her family) in the education sector shall be eligible for employer contributions to any post-retirement benefits (health, dental, life, etc.).

3. Existing retirees (or his/her family) and any employee retiring before September 1, 2013 in the education sector who has access to post-retirement benefits (health, dental, life, etc.) will continue to be included in the experience pool in which they are presently included and pay the appropriate premiums for that existing experience pool. Employer contributions where they currently exist will continue for this group.

G. Unpaid Leave Days

The following parameter shall be in effect during only the 2012-13 and 2013-14 years:

1. All teachers, vice-principals and principals will take three (3) unpaid leave days on three (3) scheduled professional activity days for the 2013-14 school year. These days shall exclude any day designated for the purpose of assessment and completion of report cards at the elementary level (as per the 2008-2012 local collective agreement). The dates of the unpaid leave days shall be October 11, 2013, December 20, 2013, and March 7, 2014.

2. Savings resulting from G1 above shall be applied against the government’s fiscal targets for the education sector.

3. The following clause is subject to either Teacher Pension Plan amendment or legislation.
a) Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Unpaid Professional Activity (PA) Days Proposal with the following principles:

b) The definition of pensionable salary would be amended as appropriate to ensure that it does not reflect the reduction due to the unpaid PA days;

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

d) The plan amendments would have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act, and the Income Tax Act.

e) The plan amendments, if approved, will come into effect on September 1, 2012.

H. Professional Learning Funding in GSN - Elementary panel only

The Parties note the Government’s intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN for enhancing professional learning opportunities for teachers. The per pupil funding benchmark for professional learning under the Pupil Foundation Grant will be suspended for the 2012-2013 and 2013-2014 school years.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

The provisions of collective agreements related to the allocation of the suspended funding for professional learning opportunities for teachers will not be operational.

I. Secondary programming

The Parties note the Government’s intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to amend the allocation in the GSN supporting the expansion of secondary programming. The provision in the 2008 PDT agreement providing for the expansion of secondary programming effective August 31st 2012, will not be implemented.

The provisions of the collective agreements related to the scheduled expansion of the secondary programming effective August 31st 2012 will be suspended until August 31st 2014.

If this funding is not reinstated, the savings will be credited towards any fiscal targets beyond the term of this MOU.

J. Salary Grids

1. All teachers shall move through and across the salary grid in accordance with their individual experience and qualifications, in accordance with their local collective agreement.
The increments shall come into effect on the ninety-seventh (97th) day of each school year.

The government shall provide all necessary funding to enable teacher salary grid movement for both qualifications and experience for the duration of this Memorandum of Understanding for those teachers funded through the Pupil Foundation Grant and the Teacher Qualifications and Experience Allocation.

2. The government shall meet to review school board employee salary grids with stakeholders during the term of the 2012 to 2014 PDT agreements including, but not limited to, how employees move on the experience and qualification salary grid (where applicable) and the variation currently in the monetary value of each grid step, with a view to future sustainability.

K. **Professional Judgment and Effective use of Diagnostic Assessment**

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

The following language shall be incorporated into every collective agreement:

1. The Ministry of Education will release a Policy Program Memorandum (PPM) with respect to the effective use of diagnostic assessments.

2. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

3. 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.

L. **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.

I. 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.

II. The Occasional Teacher Seniority List
(a) The Occasional Teacher Bargaining Unit Seniority List 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.

(b) For the purpose of establishing the order of the Occasional Teacher Bargaining Unit Seniority List, 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:

(i) 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);
(ii) Teaching experience as a certified teacher in Ontario;
(iii) Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.

(c) The Board shall provide the Occasional Teachers’ Seniority list, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the list to each teacher worksite by Sept 30th of each school year. The Board shall post the list on the OECTA bulletin board at each work site.

III. 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:

(a) A Long-Term Occasional Teacher Placement Roster shall be generated through the following processes:

i) 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 Long-Term Occasional Teacher Placement Roster.

ii) Occasional Teachers who are recommended by the Board following an interview for placement on the Long-Term Occasional Teacher Placement Roster, shall be assigned to the roster.
iii) Following the interview, Occasional Teachers not placed on the roster, 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 roster in the future.

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

i) Supernumerary/Redundant teachers in order of seniority.

ii) Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the Long-Term Occasional Teacher Placement Roster 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.

(c) If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the roster, the qualified Occasional Teacher as per (b) ii) above.

(d) In the event that no qualified Occasional Teacher on the Long-Term Occasional Teacher Placement Roster accepts the assignment or there is no qualified Occasional Teacher on the roster for the assignment, the Board shall post and fill the Long Term assignment from the Occasional Teacher Bargaining Unit List.

(e) Hire a new teacher who is not on the Occasional Teacher Bargaining Unit List.

IV. 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 Long-Term Occasional Teacher Placement Roster will be hired into permanent teaching positions in the following manner:

(a) 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;

(b) 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 Long-Term Occasional Teacher Placement Roster, 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.
(c) The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.

(d) 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 schools 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.

M. Dispute Resolution/Enforcement Mechanism

For the term of collective agreements within the scope of this MOU, a dispute pertaining solely to any of the terms or conditions specifically agreed upon at the 2012 MOU that are incorporated into a local collective agreement, with the exception of matters agreed-to through local bargaining, shall be subject to the following procedures:

Neither an OECTA local bargaining unit nor a Catholic District School Board shall have the jurisdiction to initiate or identify a dispute pertaining to the terms or conditions of this MOU. A dispute shall be identified exclusively by OCSTA or OECTA (provincial) and be limited to terms and conditions of this MOU.

Prior to utilizing the procedure below, any dispute pertaining to this MOU as described above, shall be subject to an attempt at resolution in the following manner: a) Both OCSTA and OECTA shall name a representative to attempt a mutual resolution of the dispute by attending at the local board where such dispute occurred and attempt to resolve the issue. Any resolution shall be reduced to Minutes of Settlement that shall be subject to 8 and 9 below. This attempt at resolution shall be completed within ten (10) working days of the dispute being brought to OCSTA’s or OECTA’s attention. If the matter is not resolved within the ten (10) day period, the matter shall be deemed to be at impasse.

In the event of impasse, the following procedure shall apply forthwith:

1. The Association and the local Board shall outline, in writing, their respective interpretations of the application of the term or condition in question.

2. Within five (5) days of the impasse, the matter shall be referred to an arbitrator for determination on an expedited and informal basis. Both OCSTA and OECTA shall agree on a list of eight (8) arbitrators who agree to function according to the process outlined in the Central PDT agreement Dispute Resolution.

Failing mutual agreement on a list each party (OCSTA and OECTA) shall provide the Ministry of Education with a list of four (4) arbitrators.
The list of eight (8) arbitrators shall be arranged alphabetically and shall be appointed to a dispute, either by mutual agreement or by the Ministry of Education utilizing the following protocol:

(i) The list of eight (8) arbitrators shall be arranged alphabetically;

(ii) When an issue in dispute arises the arbitrators shall be approached in the order they appear on the list;

(iii) If an arbitrator approached as in (ii) above is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available;

(iv) A subsequent dispute shall be put to the arbitrator on the list directly next in line after the arbitrator who decided the last issue;

(v) The sequence above shall be repeated for each subsequent dispute.

3. Within twenty (20) days of the referral, the arbitrator shall render a decision. **see note at end re arbitrators**

4. The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and the applicable local collective agreement.

5. It is understood that a hearing may take place after regular business hours in order to meet the time line stipulated.

6. Any party or person present at the discussions leading to this MOU may be called on to give evidence and is compellable, except Counsel.

7. The arbitrator shall provide a final and binding interpretation of this MOU and provide a final and binding remedy in respect of any violation or contravention of this MOU.

8. Within five (5) days of the decision being rendered it shall be circulated to all local bargaining units and boards, unless the parties agree otherwise.

9. The decision or any settlement shall be binding on all parties to all collective agreements that incorporate the terms and conditions agreed to in this MOU and incorporated into a local collective agreement for the term of the agreement.

10. The government is deemed to be a party to this process.

11. The arbitral costs of resolving any dispute shall be shared equally between the district school board in which the dispute arose and OECTA.

** Note : the concept is to engage arbitrators who are willing to hold such hearings within the stipulated timelines by prior consultation before being included on the list of arbitrators. Pragmatically most hearings will be held after regular business hours.
N. **Opportunity to Bargain Locally and Avoid Disruptions to Student Learning**

Effective September 1, 2012, the provisions of this MOU shall apply and supercede any related provision of any OECTA local agreement, subject to the provisions of section K of this MOU.

1. A period of local bargaining shall occur following the signing of this MOU and shall cease by December 31, 2012.

2. Any changes to local agreements, other than those specifically required by this MOU must be mutually agreed to by the Association and the local school board. Any local bargaining will not amend sections of the collective agreement amended by this MOU.

3. All clauses of the collective agreement that are not amended by this MOU or by the process identified above shall remain status quo.

4. The parties agree that for the purpose of the 2012 -2014 collective agreements all letters of intent or understanding, minutes of settlement, or any other memoranda, contained or pertaining to the 2008-2012 collective agreements, dealing with any term or condition of a collective agreement, or any other term or condition negotiated between the parties, shall continue in force and effect until renegotiated by the parties.

5. There shall be no strikes, lockouts, or applications for conciliation during the period of local bargaining.

O. **Access to Information**

1. The Government and School Boards will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.

2. By August 15th 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 for all teachers during the school year. This shall be provided indicating individual teacher use and consolidated data for all teachers in the school board.

P. **Transferability of Other Agreements**

The Government acknowledges that the Roman Catholic publically funded school system will not be financially disadvantaged in any way as a result of other financial settlements reached in any other agreements, subject to the Association and School Boards fully complying with the conditions associated with this Memorandum of Understanding.

The government shall ensure that school boards consistently apply freezes to compensation costs, including wages and perquisites to all employees employed by the school boards, as set out in the letters to Directors of Education, dated April 11, 2012.
Q. **Province Wide Collective Bargaining**

Ontario's 2012 Budget proposed to move forward with a more centralized approach to collective bargaining in the Broader Public Sector. In keeping with the 2012 Budget, the government will begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

R. **Return to Teaching**

Any vice-principal (VP) who chooses to return to the bargaining unit within 12 months of their appointment shall be permitted to do so without loss of seniority within the local bargaining unit.

The vacancy created by the VP appointment shall be filled by a permanent teacher.

The return of any VP to the bargaining unit is contingent upon there being a vacancy for which the VP is qualified.

No member of the bargaining unit shall be adversely affected due to the return of a VP to the bargaining unit.

**Appendices:**

1. STLDP Adjudication Process
2. Payment of Reduced Income Days
3. Letter re: Permission to Release Experience Information
Process Guide for xxx Catholic District School Board Advice to Pay Program

Preparation Date: June 28, 2012
Effective Date of Services: xxxxxx

Manulife Financial
ACCRONYMS, ABBREVIATIONS AND DEFINITIONS

Board: The xxx Catholic District School Board is referred to as Board and is the employer.

Employee: Individuals eligible to access the Absence Management Services (Advice to Pay) are referred to as Employee.

Union:

APS: Attending Physician’s Statement

RTW: Return to work

AMS: Absence Management Services

LTD: Long Term Disability

AMS ROLES WITHIN MANULIFE

Intake Representative: Frontline contact that completes intake and inquiries from central phone line as well the person responsible for setting up new files and notifying Board of a new case set up.

Case Manager: Health Care professional responsible for the management of the Employee’s absence until resolution is achieved; serves as the primary resource for the Board, Employee, Health Care practitioner, Union and any other individual involved in the case.

Assesses and makes recommendation regarding disability taking into account contractual, medical, and functional information. Develops a case management plan and communicates will all parties on all claims issues. Develops and completes telephonic return to work plans between the Board, Employee, Union (when requested), and physician.

Specialist: Contact person for escalations, appeals, as well as assisting Case Managers with complex case management.

Supervisor: Team leader that is responsible for the management of the client relationship as well as the team offering support to the client.

Program Management: Team of individuals that are responsible for reporting, trend analysis, and subsequent program recommendations.
Return to Work Specialist: When case manager identifies need for on-site meeting between Board and Employee, the return to work specialist conducts meeting to clarify limitations and expectations for a timely and successful return to work.

Functional Rehab Specialist: Develops, monitors and implements innovative functionally orientated rehabilitation plans for Employee. It may involve meeting with Board, Employee, Union, physicians or other health care professionals to implement on-site return to work plan.

Vocational Rehab Specialist: Develops vocational rehabilitation plan with a return to work to an alternate occupation goal for Employee not able to return to work to their own occupation.

**Intake and File Initiation**

When to have a case referred:
- At Day 5 or more, if Employee is expecting that health related absence due to injury or illness will be extending beyond 5 working days (and the Employee has used 10 sick leave days for the school calendar year)
- The Employee may be directed by the Board or Union to contact the Manulife AMS intake number directly when they are absent from work.
- When an Employee is requesting to access the AMS program as a result of a health related absence, the employee will be provided with a toll-free number to speak with a Manulife AMSCustomer Care Representative. A representative is available during regular business hours (8 a.m. to 6 pm).

Intake includes:
- The Manulife AMS Customer Care Representative receiving the call will validate, collect and record the following information from the employee:
  - Employee Name
  - Date of Birth
  - Social Insurance Number
  - School Board
  - Union
  - First day off work
  - How long has current absence been so far?
  - Expected return-to-work date
  - Other absences prior to the current absence?
  - Reason for current absence and current symptoms
  - Do they expect to be meeting with their physician/medical professional?
  - Employee’s telephone contact number and email address (if available)
  - Board contact information (may not require this step if we have contact listings by board)
  - Union contact information
- The Manulife AMS Customer Care Representative also provides a brief explanation of program and next steps that include a case manager contacting the Employee as part of assessment phase.
Phase 1 – Advice to Pay Intake and Notification Initiation Process

At Day 5 or more, if Employee absence is expected to exceed 5 working days

Employee Notification
Employee initiates referral and contacts Manulife’s Advice to Pay 1-800 direct line

Employee Intake by Customer Care Representative
- Introduction to program
- Critical intake information gathered
- Set up case on Manulife system
- Referral to case manager

Intake & Notification

Within 1 business day

Board Notification
Customer Care Representative advises Board via email that:
- Case initiated by Employee
- Date that recommendation from case manager will be provided to Board
- Request Board to confirm eligibility for Advice to Pay Service
Initial Interview and Claim Assessment

The assessment phase is completed by case managers who are healthcare professionals (ie nursing, physiotherapists, occupational health, psychiatric nursing, kinesiologists, chiropractor). Other resources accessed during this phase and early intervention include medical consultants that support the Advice to Pay program related to medical specialties such as Occupational Health, Psychiatry, Cardiac, Internal Medicine.

The assessment of an Advice to Pay claim includes:

1. A review of intake information.
2. Obtaining Employee’s consent to proceed with assessment discussion.
3. A telephone interview with the Employee within 3 business days of intake.
4. A telephone interview with the Board to clarify details of the essential duties of the Employee’s occupation and any other workplace information pertinent to the absence within 3 business days of intake.
5. Obtaining additional medical such as Attending Physician’s Statement or medical report depending on nature of health condition.
6. Completion of assessment based on Best Practice Adjudication Integrity and evidence based medical guidelines. A more detailed explanation of this includes:

Our Case Management program applies five ‘best practice’ standards that act as guiding principles in managing short term absences and applying the philosophy of managing the health recovery for the whole person. The standards used for each case include:

- **Evidence-based** – Using documented disability medical guidelines evidence (eg. Presley Reed MDA guidelines) evidence to confirm the presence of an impairment and to confirm the application of appropriate treatment for a given diagnosis.
- **Functionality** – Looking at what the employee is capable of doing and comparing that level of function to the physical or cognitive demands of the job. This analysis allows the Case Manager to plan the return to work and make accommodation recommendations within the employee’s level of function.
- **Multi-disciplinary** – Engaging all key parties at the appropriate time. This includes contacting the employee, board, treating physician and/or health care practitioners to align the employee’s safe level of function with job demands or planned accommodations.
- **Timeliness** – This standard ensures consistent delivery of timely best practices applicable to service level commitments and appropriate follow up action aligning to case management intervention with the goal of ensuring a safe and timely return to work.
- Rights-Based – Ensures that employee privacy and confidentiality are maintained and that decisions are compliant with laws governing human rights, employment standards, labour relations and collective agreements.

**Advice to Pay Recommendation**

A recommendation will be provided within 3 working days from the date Manulife receives referral from Employee.

The recommendation is given verbally to the Employee as well as to the Board. A memo with our recommendation is sent to the Board and Union by email. The Board will advise the Employee of salary payment.

The Manulife Case Manager will make recommendations to the Employee in regards to expected duration of absence, when the next medical update is required, discussion regarding necessary tools to address barriers, Return to Work planning and required accommodations if applicable. The case manager will also indicate when the next telephonic touchpoint will take place. Furthermore, the status of the file will be shared with the Employee.

Communication with the Board is in line with the above but will omit discussion of the medical condition and/or treatment.

If an absence is non-supported, more detailed information will be given to the Employee as to options available to him/her. If the Employee claims the medical condition is the barrier to a Return to Work, the appeal option will be offered (see section below).

**Phase 2 – AMS Assessment & Recommendation**

<table>
<thead>
<tr>
<th>Assessment Completed by Case Manager</th>
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<tbody>
<tr>
<td>• Review of intake information</td>
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<tr>
<td>• Telephone Interview with Employee</td>
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<tr>
<td>• Telephone interview with Board</td>
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<tr>
<td>• Identify current functional abilities</td>
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<tr>
<td>• Identify functional requirements of job</td>
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<td>• Identify medical and/or non-medical issues</td>
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<td>• Determine fitness for safe and timely return to work</td>
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<table>
<thead>
<tr>
<th>Recommendation by Case Manager to Employee, Board and Union*</th>
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<tr>
<td>• Outlines whether absence supported or not supported</td>
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<tr>
<td>• Anticipated Duration of Absence</td>
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<tr>
<td>• Expected Return to Work Date</td>
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<tr>
<td>• Date of Next update</td>
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<tr>
<td>* Memo sent to Board and Union by Email</td>
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**Non-Supported Absences**

If the Case Manager determines that the absence is not medically supported but the Employee does not plan to return to work because of non-medical reasons, the Case Manager will inform the Board and Employee verbally. In addition to this, the Employee will receive written confirmation outlining rationale for recommendation as well as the appeal process in writing. The Board and Union will receive the same information excluding any medical details. Please refer to the Appeal Process outlined later in this document (Page 10).
Case Management

Case Management is initiated once a recommendation has been made. The level of case management intervention is based on the complexity of the health related absence. This is based on the philosophy of providing the right skill and intervention at the appropriate time. The various types of intervention begin with an assessment of the complexity of the absence. It is also based on the treatment or lack of treatment that an employee is receiving. These are referred to as Early Intervention Cases, Non-Complex Cases and Complex Case Management. The criteria for these three categories are noted below.

**Early Intervention**
- If OTIP is LTD provider, referral to OTIP’s Early Intervention Rehabilitation Consultant for contact and assessment

**Non-Complex Case Management**
- Recovery is within the expected health recovery period as determined by Best Practice medical guidelines
- One diagnosis

**Complex Case Management**
- Multiple Diagnosis
- Mental Health Diagnosis
- Injuries resulting from a Motor Vehicle Accident (MVA)
- Workplace Illness / Injuries
- Absence exceeds the expected health recovery period optimum by 2 weeks or greater
- Absence that reaches 6 weeks without plan for full-time return to work by the 8th Week
- Extension request beyond 7 days beyond planned return-to-work date
- Employee does not have access to appropriate or timely medical care (Treatment/Surgery/Specialist)
- Recurrence of disability

Critical Elements of early intervention and case management that align with Best Practices Disability Management and Evidence Based Medical guidelines are:

a. Early Intervention – Treatment Facilitation
b. Focus on functional ability – Return to Work planning, Rehabilitation and Work Facilitation
c. Facilitated communication among all key parties
d. Needs of all involved parties are addressed
e. Development of realistic and goal oriented return to work plans

**Treatment Facilitation:**
OTIP/Manulife are responsible for the core services of treatment facilitation services in case management on all cases. When specialized tasks outside of these core services are required to move a case toward resolution, the case managers may access an external certified vendor.

At any time during an absence the case manager may also utilize additional resources such as:
- Medical consultant review
- Independent medical examination
- Peer to peer correspondence with the treatment provider
- Functional Evaluation Capacities
- Cognitive behaviouraltreatment
- Cancer navigation (Wellspring, CAREpath)
- Industrial psychologists
- Vocational retraining
- Work hardening
- Transferable skills analysis

Return to Work Planning
This intervention level is completed telephonically by the Case Manager. In the majority of cases, all of the assessment, recommendations, treatment interventions and return to work planning is completed by the case manager. In some cases (approximately 10%) there is a need for on-site support rehabilitation or work facilitation during the short term absence period. This is described in more detail below.

Return to Work Facilitation
When identified as a need for on-site support by the case manager and agreed to by the Board and Employee, the Return to Work (RTW) Specialist manages on-site return-to-work activity. The RTW specialist acts as a coordinator so all interested and affected parties (Employee, Board and Union; physician as necessary) are appropriately involved and informed about the goal-directed, time-specific return to work plan, work accommodation requirements, plan progress, and expected outcomes.

Functional Rehabilitation
The Functional Rehabilitation Specialist engages in longer-term intervention requiring a series of meetings with the Employee, Board, and relevant health care providers to identify and then resolve functional impairments in order to enable the member’s return to work. The Functional Rehabilitation Specialist may incorporate:
- Assessment of medical information to determine cognitive or physical function.
- Determination of return to work barriers.
- Evaluation of worksite ergonomics (workstation set-up, production sequencing).
Facilitation of treatment, identifying treatment options and facilitation referrals to health care providers when appropriate to confirm medical impairment, to promote recovery of health or to improve function.

**Vocational Rehabilitation**

This type of rehabilitation supports a disabled member who is unable to return to a pre-disability job or another job with the original Board. The Vocational Rehabilitation Specialist works with the disabled Employee to identify potential job opportunities appropriate to the employee’s functional capacity, education, training and experience; has access to a network of specialized vocational evaluation resources to test the employee’s aptitudes, personality etc. and provides services such as resume preparation, job search training and volunteer program placement to prepare the employee for labour market re-entry.

### Appeal Process

When a claim is not supported or no longer supported for medical reasons, the right of appeal is offered to the Employee. The process includes:

**Employee Communication:** The employee is contacted verbally by the Case Manager and also receives a letter from the Case Manager advising of this right. The letter will include an explanation of the rationale behind the decision and will outline any additional information that should be submitted should the employee wish to appeal. It also outlines the timelines to have the appeal information sent back to the Case Manager (normally 10 business days) unless there are extenuating circumstances that the employee has discussed with the case manager.

**Board and Union Communication:** The Board and Union are contacted verbally by the Case Manager. Both the Board and the Union receive a copy of the letter sent to the Employee (excluding the medical details). The letter includes an explanation of the rationale behind the non-support recommendation, outlines any additional information that should be submitted if there is an appeal as well as timelines that the Employee has to submit the appeal.

Upon receipt of the appeal from the Employee, OTIP and Manulife have a unique appeal process. This includes a first and second appeal (when required).

The purpose of an appeal is to provide an objective review of the information on file and the original claim recommendation. For the first appeal, the Manulife Operations Specialist, who is independent of the claims assessment process and the Board, reviews the claim file and recommendation. The Specialist reviews all new medical information provided on appeal and if required, may need to fully investigate the claim by writing to the Employee's doctors or setting up an independent medical assessment.

Upon completion of receiving all information, the Specialist will communicate results of the appeal to the Board and the Employee both verbally and in writing within 5 business days of receiving all information required for appeal. The Union is copied in on written communication as well. If the decision is to maintain the non-support recommendation, the Employee, the
Board and Union are notified of the timeline for the next appeal as well as the rationale for the decision and any outstanding information.

Should a second appeal be requested, the appeal is sent to an appeal committee who makes the final appeal recommendation/decision. The appeal committee is represented by a blend of the Manulife Operations Supervisor, medical consultant and OTIP Appeal Specialist that are independent of the Board and claims assessment process and would be responsible for rendering the decision.
Advise to Pay Transition to Long Term Disability

When the continuum of care warrants a full transition to LTD we have a strict protocol for review, at no later than mid-way in the benefit period, of all short-term cases with the Board’s LTD provider’s Case Manager to ensure that the claim as well as the Employee is prepared in the event that the absence extends into LTD. Specific attention to ongoing communication with the employee also supports an elimination of late filed LTD claims. We realize that an Employee is concerned about return to health and assurance of income replacement while disabled. As such, we ensure that, for claims that qualify, our claims administration processes support an easy transition to LTD, and for those claims that will not qualify for LTD, we provide early notification to the Employee and the Board, while continuing to manage the case to resolution. Having this smooth transition and hand off from Advice to Pay to the Board's LTD provider's case manager will eliminate the filing of a late LTD claim and the delay in LTD notification.

Transition to Long Term Disability

Advice to Pay Case Manager provides the LTD Case Manager with a copy of Advice to Pay file (with appropriate consents in place)

Advice to Pay Case Manager will review file with LTD Case Manager and develop an action plan going forward

LTD Case Manager advises Board that LTD application is being sent out to the Employee

LTD Case Manager advises Employee that LTD application is being sent to them

LTD Case Manager follows up with Employee regarding completion of LTD application

Advice to Pay File will close and seamless transition to LTD

Confidentiality

Manulife Financial’s Privacy Policy, which includes information on how and why Manulife collects, uses, maintains and discloses personal information is available on Manulife Financial’s website: www.manulife.ca.
Payment of Reduced Income Days

When a teacher is absent for more than ten days in a school year all reductions in pay shall be calculated as follows.

A) Days paid at 90%

A day paid at 90% salary for a day shall be calculated as a deduction from salary based on

Grid salary x 1/194 x 10% = deduction for one day.

Any deduction is to be made in full from the next pay period.

e.g. TECT A4 max is $94682.00 x 1/194 x 10% = $48.80

Teacher is absent for six days beyond the ten 100% paid days, the subsequent pay would be reduced by $292.80.

B) Days paid at 66 2/3%

A day paid at 66 2/3% salary for a day shall be calculated as a deduction from salary based on

Grid salary x 1/194 x 33 1/3% = deduction for one day.

Any deduction is to be made in full from the next pay period.

e.g. TECT A4 max is $94682.00 x 1/194 x 33 1/3% = $162.68

Teacher is absent for four days beyond the ten 100% paid days, the subsequent pay would be reduced by $650.72.
DRAFT FOR LONG TERM DISABILITY REVIEW

PERMISSION TO RELEASE EXPERIENCE INFORMATION

The following is to be typed on the Policyholder’s Letterhead.

Insurance Carrier
Address of
Present Carrier

Subject: Group Name and Policy Number(s)

This letter authorizes the release of the following plan information for our group to OTIP (Ontario Teachers Insurance Plan).

Specifically, please forward:

1. Copy of current contract (or booklet if contract not available). Please include a history of plan amendments within the last three to five years.

2. Premiums and claims experience separated by year for the past three to five years for the LTD benefit. Indication of whether PST is included or excluded from premium provided as well as indication of any external consulting fees included in the premium.

3. Premium rate history and basis (% of insured salary or per $100) including effective dates coinciding with the premium and claims experience stated in 2. The rate history should include the reason for change:
   a) Due to renewal
   b) Due to change in plan design

4. Census data that includes for each employee date of birth, gender, salary, volumes of LTD insurance, employee class, employment status and indication of waived coverage. This should include members who are on leave that are continuing LTD coverage.

5. Current listing of disabled members that includes the employees date of disability, date of benefit commencement, date of birth, gender, salary, volume of insurance, claim status, termination date and employment status.

6. Indication of whether the LTD benefit is mandatory or voluntary.

7. Indication of current premium share arrangements (taxable or non-taxable).

8. Most recent financial statement outlining the financial position including any reserve values (claims fluctuation reserves and incurred but not reported reserves) and funds on deposit in excess of required reserve amounts.
9. A summary description of the claim handling process at the board
   
a. Who provides claim kits  
b. Are completed claims kits sent directly to carrier by claimant or required to be returned to board and board forwards to carrier.

10. A summary description of process to identify potential LTD claimants and whether early intervention rehabilitation services are provided / available.

11. A summary description of LTD continuation during a leave of absence.
    a. Are members allowed to suspend / continue coverage  
b. Are premiums billed and collected by board or paid direct to carrier

12. A summary description of return to work process from board’s perspective.

This information is to be sent to:

Vic Medland  
President Group Insurance Services,  
OTIP  
P.O. Box 218, 125 Northfield Drive West  
Waterloo, ON N2J 3Z9

Thank you for your cooperation and assistance.

Sincerely,

Name __________________________________________________________________________

Title __________________________________________________________________________
MEMORANDUM OF UNDERSTANDING, dated July 5, 2012 between the Ministry of Education and the Ontario English Catholic Teachers Association-UPDATE

MAY 16, 2013
Further to the OECTA Memorandum of Understanding, dated July 5, 2012 (OECTA MOU) and its Appendix P, Transferability of Other Agreements, and given the OSSTF MOU, the Government recognizes it is appropriate and advisable that the OECTA MOU be updated.

The government will make every effort to ensure that the changes to the OECTA MOU set out below are implemented by the school boards, and will take measures to support that outcome, including:

A) recommending to Cabinet that the matching amendments be made to the regulation under the Education Act dealing with Sick Leave Credits and Gratuities, and

B) making every effort to ensure that:

1. The changes shall be appended without amendment to, and form part of, the existing local collective agreements;

2. For the changes noted as needing local discussions about implementation, those discussions will commence immediately and must conclude by June 28, 2013; as follows:

   I. Local discussions cannot be inconsistent with the terms contained in the OECTA MOU and these changes or associated regulations and legislation;

   II. Prior to the first local implementation discussions meeting, the Parties shall disclose to each other the local implementation issues for consideration;

   III. There shall be a minimum of two and no more than six full-days of local implementation discussions for each bargaining unit. Such time requirements may be altered with mutual consent;

   IV. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.
Maternity Benefits

Effective May 1, 2013, the following enhanced maternity benefits replace the maternity benefits under the OECTA MOU.

A teacher who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Teachers hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment

Teachers on daily casual assignments are not entitled to maternity benefits.

Eligible teachers on pregnancy leave shall receive a 100% 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, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Teachers not eligible for a SEB plan 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 STLDP.

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.

Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible teachers, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the 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% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.
Voluntary Unpaid Leave of Absence Program For All Bargaining Units

This provision shall be added to the MOU and be the subject of local implementation discussions between the bargaining unit and the school board.

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all OECTA bargaining units effective May 1, 2013

2. Teachers may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.

3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available casual staff to cover for absent teachers, and subject to reasonable system and school requirements.

4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.

5. It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.

6. Requests for voluntary unpaid leave of absence days will not normally include the first week following the start of each semester (other than an August PD day), the week prior to the start of exams, and the exam period.

7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers’ Pension Plan and OMERS.

8. The Board will report unpaid VLAP days to each OECTA Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.

9. All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures below.
Unpaid Days and Offsetting Measures for Teacher Bargaining Units

This provision shall be added to the MOU and be the subject of local implementation discussions between the bargaining unit and the school board.

All permanent regular day school members of a teacher bargaining unit will be required to take one (1) mandatory unpaid day on Friday December 20, 2013.

The following cost savings measures will be implemented:

1. Voluntary Unpaid Leave of Absence Program

2. Efficiencies in the delivery of professional development for the Oct 11, 2013 PD day will be used to provide funding for offsetting measures equivalent to 16% of the cost of an unpaid day. Further, this PD day will be a day reserved for the delivery of Ministry priorities.

3. An Early Retirement Incentive Plan (ERIP) will be introduced in the event that the savings in #1 and #2 are not projected to provide sufficient cost recovery for one unpaid day across the Bargaining Unit.

If the necessary savings are achieved in #1 and #2 the Board may choose to implement the ERIP program at its discretion.

The ERIP shall be in the form of a $5000 payment to any teacher who retires between the end of November 2013 and the last day of Semester 1.

The Board shall give notice of the implementation of the ERIP no later than November 30, 2013.

Any requirements for notification periods for retirement or specific retirement dates shall be waived in the 2013-2014 school year. A minimum two week retirement notice period shall be provided to boards in the open period from November 30, 2013 to the last day of Semester 1 in the 2013-2014 school year.

4. Any other cost savings measures agreed to by Bargaining Unit and the Board.

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years.

All permanent regular day school members of a teacher bargaining unit will be required to take a further unpaid day on Friday March 7, 2014 if the above measures do not achieve sufficient savings at least equal to the value of one day’s pay across the Bargaining Unit.
In the event that cost-savings measures achieve savings in excess of those required to offset unpaid days, such savings shall be retained by the Board.

Any member of OECTA who is not a regular permanent day school teacher shall not be required to take unpaid days.

**Reconciliation For Teacher Bargaining Units**

This provision shall be added to the MOU and be the subject of local implementation discussions between the bargaining unit and the school board.

A reconciliation committee will be created with equal representation from the Board and the Bargaining Unit.

The committee will meet monthly starting in June 2013 to track targeted savings and expenditures. The cost of the ERIP shall be deducted from savings. All relevant information required to monitor and administer the reconciliation shall be fully shared between the parties.

In the event that by November 30, 2013, savings are not on target to meet the financial goal equivalent to at least one (1) unpaid day, the ERIP program will be implemented. In the event of a dispute between the Board and Bargaining Unit about the financial necessity for an ERIP, the Board may choose not to offer the ERIP program. However, in the event that the financial savings for the cost recovery for the unpaid day are not subsequently achieved, the permanent teachers shall not be required to take an unpaid day on March 7, 2014.

**Attendance Recognition**

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a permanent regular day school teacher bargaining unit member’s usage is below six (6) full days of his/her days’ absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For OECTA members, other than permanent regular day school teachers, the payment shall be equal to a member’s regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.
Sick Leave/Short Term Sick Leave and Disability Plan – Election and Optional Plan

The MOU, in respect of Short Term Leave and Disability Plan, is to be changed as follows:

A. Addition:

Short-Term Leave and Disability Plan Top-up (STLDPT)

Note: The parties concur that STDLPT 1 refers solely to topping up from 90% to 100%.

1. For teacher absences that extend beyond the eleven (11) sick leave days, 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:

Eleven (11) days less the number of sick days used in the prior year.

2. In 2012-13, the transition year, each teacher shall begin the year with two (2) days in the top-up bank.

3. 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 under the STLDP.

4. 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%.

B. Deletion of Article 3 (a), (b) and (c) of Section D Occasional Teachers on Long Term Assignments and insertion of the following:

1. A member of OECTA employed by a board to fill a long-term teaching assignment that is a full year shall be eligible for the following sick leave credits during a board’s fiscal year, allocated at the commencement of the long-term assignment:

   1. Eleven (11) days of Sick Leave paid at 100% of regular salary.

   2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
2. A member of OECTA who is employed by a board to fill a long-term teaching assignment that is less than a full year shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

While the existing OECTA sick leave plan in the 2012 MOU is the default plan for all OECTA bargaining units, following consultation with the school board about timing, transition and implementation and where a bargaining unit so elects in writing prior to June 1, 2013, the sick leave plan set out below shall apply no later than September 1, 2013. Once made, this election cannot be revoked during the term of the current collective agreement. The sick leave plan shall be the subject of collective bargaining for the next collective agreement.

Sick leave/Short Term Sick Leave and Disability Plan which can be subject of an election

Sick Leave Days

1. A teacher who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:

   • Teachers hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.

2. Each school year, a teacher shall be paid 100% of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time teachers shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the teacher's first work day of the school year, provided the teacher is actively at work and shall not accumulate from year-to-year.

3. Where a teacher is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:

   a) if, on the last work day in the previous fiscal year, the teacher used a sick leave credit due to the same sickness or injury that requires the teacher to be absent on the first work day in the current fiscal year,
      i. the teacher may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
      ii. the teacher may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
b) If 3 a) does not apply, the teacher may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the teacher submits,
   i. the information specified for that purpose in the teacher’s collective agreement, or
   ii. if such information is not specified in the collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.

c) If a teacher is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the teacher’s first work day until the teacher returns to work in accordance with the terms of employment.

d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the teacher if, pursuant to the definition of illness in section 2, the teacher is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.

e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
   i. However, WSIB and LTD providers are first payors. In cases where the teacher is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have 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.

5. For the purposes of section 2, if a teacher of a board is only employed to work for part of a year, the teacher’s eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time teacher is entitled to the full allocation of sick leave credits as per sections 2 and 8.

6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.

7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.
Short Term Sick Leave

8. Each school year, a teacher absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the teacher’s regular salary if the teacher is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.

9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.

10. The Board’s Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

Short-Term Leave and Disability Plan Top-up (STLDPT)

11. For teacher absences that extend beyond the eleven (11) sick leave days, 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:
• Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each teacher shall begin the year with two (2) days in the top-up bank.

13. 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 under the STLDP.

14. 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%.

Long Term Assignments

15. A member of OECTA employed by a board to fill a long-term teaching assignment that is a full year shall be eligible for the following sick leave credits during a board’s fiscal year, allocated at the commencement of the long-term assignment:

1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A member of OECTA who is employed by a board to fill a long-term teaching assignment that is less than a full year shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.
Non-Vested Retirement Gratuity For Teachers

This provision shall be added to the MOU

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.

Those teachers with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These teachers shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board’s existing amount calculated under the board’s collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

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

\(X = \text{years of service (as of August 31, 2012)}\)

\(Y = \text{accumulated sick days (as of August 31, 2012)}\)

\(Z = \text{annual salary (as of August 31, 2012)}\)

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.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.
Also, the Ministry of Education shall provide a letter to OECTA setting out the understanding about a Provincial Benefit Plan set out below. This does not involve implementation at the school board level.

Provincial Benefits Plan

The Government, and in particular the Ministry of Finance, commits to a full discussion with OECTA about the establishment of a provincial benefits plan.

The province agrees to provide funding which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.
Also, the government shall issue a memo to school boards providing clarifications of the OECTA MOU as set out below, effective date September 1, 2012.

### Memo - Clarifications to 2012 MOU

<table>
<thead>
<tr>
<th>Issue</th>
<th>Clarifications</th>
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| **1. Use of Sick Leave (11 + up to 5 Days)** | • Illness is defined as per the 2008-12 school board collective agreements for the use of these days.  
• Board practices and policies from 2008-12 would also apply to the definition of illness, for example, the practice or policy on medical procedures not covered by OHIP.  
• For clarity, definitions and practices in place in accordance with the 2008-12 period cannot be changed. |
| **2. Adjudication** | • Boards are required to retroactively top-up the teacher’s salary from 66.67% to 90% where the absence is supported through adjudication. The adjudication process should be applied as soon as possible once it is determined that the illness will require an absence of 5 consecutive work days or more or that the illness is chronic in nature.  
• The process for teachers should be well documented and communicated and service standards must be in place. |
| **3. Partial Days** | • The 11 + 120 sick days are divisible and boards should deduct a partial day for a partial day’s absence.  
• Top up of sick days for graduated return to work days are as per the current practice under OECTA’s collective agreements |
| **4. WSIB** | • Teacher awaiting WSIB claim adjudication would be paid 100 percent of regular salary for the first 11 days (assuming that the teacher had not previously taken sick days); and 66.67 percent of regular salary for the remaining (up to 120) days during the waiting period  
• If the board has not done this, it shall be adjusted retroactively. |
| **5. WSIB/LTD** | • WSIB and LTD are separate and distinct from STLDP. If a teacher’s claim is not successful under WSIB or LTD, it does not preclude the teacher from receiving STLDP.  
• Should the WSIB or LTD claim not be successful, the teacher could request adjudication through the board’s third party adjudication process; if this claim is successful, then the teacher could qualify for the 90 percent rate applied retroactively. If the adjudication process does not support 90% salary, the teacher receives 66.67% of salary. |
<p>| <strong>6. Maternity Leave</strong> | • Boards are to provide a minimum of 6 full weeks of maternity benefits including over “non-paid” periods. |</p>
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| 7. Maternity Leave | • When a teacher is eligible to receive EI benefits under the maternity plan, the maternity benefits will be administered as a SEB plan.  
• When a teacher is not eligible to receive EI benefits, the maternity benefits will be paid at 100% salary for the period. |
| 8. Maternity Benefits | • Boards shall provide short-term sick leave before or after the maternity leave when medical evidence is provided in accordance with the practices in place during the 2008-2012 collective agreement. |
| 9. Benefits | • Benefit levels and practices are to be status-quo in accordance with Section E of the OECTA MOU.  
• Benefit Surpluses are subject to Section E of the OECTA MOU. |
| 10. Grid - Qualifications | • Boards who have provisions in their collective agreement that apply grid movements retroactively, for example, to Jan 1st, would apply the change on the 97th day (the delay in this instance is calculated from the start of the school year). |
| 11. Local Bargaining | • MOUs were imbedded in to the collective agreement through the imposition of the PSFA.  
• The 2012-14 OECTA collective agreements consist of:  
  o MOU between the Ministry and OECTA dated July 5, 2012, including enhancements  
  o 2008-12 collective agreement, modified, as applicable, by Minister approved amendments, with the exception of those 2008-12 provisions that do not agree with the OECTA MOU or supporting legislation and regulations. |
| 12. Top-up Days | • Irrespective of adjudication the top-up days may be accessed to top-up from 90% to 100%. |
| 13. Disclosure of Information | • Dates of disclosure must be clear. The government will ensure that school boards meet reporting timelines and that information will be sent to the Association as soon as possible. |
| 14. Letters of intent or understanding, minutes of settlement, etc. pertaining to the 2008-12 collective agreement remain in effect. | • All letters of intent, understanding, minutes of settlement or any other memoranda, contained in or pertaining to the 2008-12 collective agreements, dealing with any term or condition of a collective agreement or any other term or condition negotiated between the parties, shall continue in force and effect until negotiated by the parties. |
Dated this 17th day of May, 2013, Toronto, Ontario

For the Union

For the Government

[Signatures]
Joe:

As a follow up to the email I sent yesterday.....

- We WILL agree to adopt the OSSTF terms regarding Maternity Leave. This means we will accept the 8 week SEB plan.
- We WILL agree to adopt the OSSTF terms regarding Short Term Disability.

The Halton Secondary Unit - OECTA would like to notify the Board of its position regarding the adoption of terms outlined in the Ministry of Ed B12 Memo.

- We WILL agree to adopt the OSSTF terms regarding Maternity Leave. This means we will accept the 8 week SEB plan.
• We WILL NOT agree to adopt the OSSTF terms regarding Short Term Disability. We take this position prior to a planned telephone meeting tomorrow morning. Should we choose to change our position following the telephone meeting we will communicate our intention to do so prior to 4pm Friday May 31, 2013.

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Keith Boyd
Halton Secondary OECTA

905-639-7242 - office
905-467-2484 - cell
905-639-7026 - fax
president@hsocelta.com
www.hsocelta.com
ADDENDUM

to

THE COLLECTIVE AGREEMENT
September 1, 2008 to August 31, 2012

between

Halton Catholic District School Board

and

The Statutory Members of
The Ontario English Catholic Teacher’s Association
Secondary

Effective September 1, 2010 the following amendments to Article XIX and Managed Health Care Plan shall be in force and shall be incorporated into the Collective Agreement between the parties, on a go forward basis, as per The Provincial Discussion Table (PDT), May 1, 2008, and Letter of Understanding: Re Group Benefits Enhancements from the PDT. The amendments listed below shall be incorporated in the Secondary Teacher Benefit Booklet and the Master Benefits Policy on the effective date.

The amendments are as set out below:

- Effective September 1, 2010 the Vision Care Plan shall be $275.00 for all eligible teachers and dependents in accordance with the plan.

- Effective September 1, 2010 eye exams will be reimbursed to a maximum of $60.00 every two years towards the cost of a vision examination for all eligible teachers and dependents in accordance with the plan.

- Effective September 1, 2010 50% (fifty percent) of eligible expenses for orthodontic procedures to a lifetime maximum of $2250.00 for all eligible teachers and dependents will be reimbursed in accordance with the plan.

- Effective September 1, 2010 100% (one hundred percent) of the cost for the following paramedical services: acupuncture, naturopath, homeopath, dietician to a combined maximum of $500.00 per benefit year for all eligible teachers and dependents will be reimbursed in accordance with the plan.
On or before September 15, 2010, the Board agrees to communicate the benefit enhancements to teachers and shall ensure that the changes are incorporated into the existing electronic copy of the 2008-2012 Collective Agreement between the parties. Also, the addendum shall be appended to the Teacher Benefit Booklet found on the Halton Catholic District School Board’s intranet site.

Signed this date ______________ location ______________

For The Board

For The Secondary Teachers
Bargaining Unit

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MEMORANDUM OF SETTLEMENT

BETWEEN:

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(HALTON SECONDARY UNIT)

(OECTA)

- and -

HALTON CATHOLIC DISTRICT SCHOOL BOARD

(the School Board)

Re: Sick Day Deductions for Partial Day Absences
OECTA Grievance # 6870-HS-BM/7606-HS-NL
School Board Grievance # 09-O/S-05, #10-O/S-07

WHEREAS the parties now wish to fully and finally resolve the above noted matters;

THE PARTIES AGREE AS FOLLOWS:

1. On a going forward basis, the School Board shall deduct sick days from secondary teachers' accumulated sick leave as follows:

   (a) 1 period absence (subject to a teacher's notification as set out below): 0.25 day

   (b) absence of two (2) periods or less: 0.5 day

   (c) absence in excess of two (2) periods: 1.0 day

A teacher who wishes to be eligible for the deduction set out in subparagraph (a) above may notify the School Board when his or her absence for medical/dental or personal illness is one period or less. In such a case, the teacher must notify the School Board prior to the absence if possible and, if not, within one week of the absence. A teacher's failure to notify the School Board within that time frame will result in the credit deduction remaining at 0.5 day pursuant to subparagraph (b) above.
2. The School Board has developed a system for teachers to self-identify when their absences are for medical/dental or personal illness and for one period or less, which is described in Information Memorandum #27, attached hereto as Appendix "A". The School Board will place Information Memorandum #27 on the School Board's intranet system and shall forward a hyperlink to Information Memorandum #27 to each secondary teacher.

3. The School Board shall appropriately adjust the sick leave account of teachers who had an absence of one period or less for medical/dental or personal illness in the 2010-2011 school year prior to the date of execution of this Memorandum and who notify the School Board's Human Resources Department (as per Information Memorandum #27) within 30 days of execution of this Memorandum.

4. The School Board shall compensate Kerreva Stek for loss of earnings and benefits in the amount of one half day based on her grid salary as of June 9, 2009. Should Ms. Stek be eligible for any adjustments relating to the 2010-2011 school year, she may notify the School Board in accordance with paragraph 3 above.

5. Arbitrator Robert Herman shall have jurisdiction to resolve any dispute which may arise with respect to the interpretation and/or implementation of this Memorandum.

Dated at Burlington this 19th day of April, 2011.

For the Ontario English Catholic Teachers' Association

Dated at Hamilton this 21st day of April, 2011.

Kerreva Stek

Witness
Recently Human Resources Services made a commitment to review Secondary Teacher absences for medical/dental and personal illness reasons where the absence was for one period or less. Currently the Board’s attendance automated system deducts sick leave credits in 0.5 or 1.0 increments. Human Resources Services has recently made a commitment to adjust employees’ absences for 1 period or less going back to September 2010 for those employees who self identify.

If you had an absence related to medical/dental or personal illness where you were out of the school for one period or less during the period from September 1, 2010 to the present date the Board will, upon receipt of information concerning such an absence. adjust the sick leave credit deduction to 0.25. Please send the information to the attention of Elizabeth Silva in Human Resources Services via email silvae@hcdsb.org.

Human Resources Services will review all requests for retroactive review that are submitted by March 31, 2011. No late requests for consideration will be processed.

On a go forward basis, if you are away from your school for one period or less due to medical/dental or personal illness, please notify Elizabeth Silva in Human Resources Services at silvae@hcdb.org for a review of a potential manual adjustment of your sick leave statement in order to obtain a 0.25 credit deduction. You will need to notify Ms. Silva prior to the absence if possible and if not, within one week of the absence. Failure to notify Human Resources Services within this timeframe will result in the credit deduction remaining automated at a 0.5 credit deduction.