AGREEMENT

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION REPRESENTING
THE ELEMENTARY AND SECONDARY OCCASIONAL TEACHERS

SEPTEMBER 1, 2012

TO

AUGUST 31, 2014
October 1, 2013

Marshall Jarvis
General Secretary
Ontario English Catholic Teachers’ Association (OECTA)
65 St. Clair Avenue East, Suite 400
Toronto, ON M4T 2Y8

Dear Mr. Jarvis,

Thank you for your letter of September 5, 2013. We look forward to continuing discussions with the Ontario English Catholic Teachers’ Association as we complete the 2012-2014 labour framework and commence putting a new statutory framework in place for the next round of collective bargaining negotiations.

In your letter you asked whether the Ministry agrees that the terms and conditions of the 2012-2014 OECTA collective agreements, including the terms of the 2012 OECTA MOU, as modified by regulation, and the 2013 MOU Update remain in force beyond August 31, 2014 until a new collective agreement has been ratified or the conditions under section 79 of the Ontario Labour Relations Act, 1995 (OLRA) have been met.

I can confirm the Ministry does agree that the terms of the 2012-2014 collective agreements will be subject to the “statutory freeze” provisions set out in the OLRA and that, as a result of the Putting Students First Act, 2012 those terms include the 2012 OECTA MOU as modified by regulation. Those terms also include the changes set out in the 2013 OECTA MOU Update by virtue of the appending of those changes to form part of the 2012-2014 agreements.

You also asked what the ministry would do should the school boards take a different position at the outset of bargaining. The Ministry intends to work in concert with school boards to ensure that the parties are ready to engage in a productive round of negotiations based on a shared understanding of how the collective bargaining framework set out in the OLRA applies.

Once again, thank you for your letter, and I wish to reiterate the Ministry’s commitment to respectful and productive dialogue with OECTA as we move forward.

Sincerely,

George Zegarac
Deputy Minister
cc Ontario Catholic School Trustees’ Association
Attached 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 the 2008 – 2012 Collective Agreement
- Order in Council
- The July 5, 2012 OECTA Memorandum of Understanding
- The May 17, 2013 OECTA Memorandum of Understanding Update, including all clarifications

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:

2007 11 27 Letter of Understanding #9 - Emergency Procedures
2011 02 04 Minutes of Settlement – Orientation In-Service for new Occasional Teachers
2011 02 07 Resolution Letter – Amendment to Article 13.08 b)
2011 03 09 Minutes of Settlement – Article 13.10 Procedure
2012 05 22 Minutes of Settlement – Letter of Understanding #8 – Callout Period
2012 11 08 Third Party Adjudication of Short Term Leave and Disability Plan (STLDP) - Memo
2013 04 09 Minutes of Settlement – Washroom Keys in Secondary Schools
2013 05 30 Benefits – Maternity Leave (8 weeks) – email
2013 05 31 Minutes of Settlement – Occasional Teacher Seniority List
AGREEMENT

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL
TEACHERS

SEPTEMBER 1, 2008

TO

AUGUST 31, 2012
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**NOTE:** BOLDED WORDING REFLECTS CHANGES MADE TO THIS COLLECTIVE AGREEMENT
THIS AGREEMENT made as of the 8th day of NOVEMBER, 2008

BETWEEN:

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called the "Board" or the "Employer")

OF THE FIRST PART

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL
TEACHERS EMPLOYED BY THE BOARD)

(hereinafter called the "Association")

OF THE SECOND PART

PREAMBLE

WHEREAS it is the goal of the Board and the O.E.C.T.A. — Occasional Teachers representing the elementary and secondary schools’ Occasional Teachers to provide, within the Board’s ability to finance, the best possible Catholic educational service for the students attending its elementary and secondary schools in the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that the Board and its Occasional Teachers maintain the harmonious relationship which exists between them;

AND WHEREAS it is essential that to achieve that goal, the Board and Occasional Teachers undertake their respective responsibilities in this task;

AND WHEREAS the Board and Occasional Teachers are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education;

IT IS THE DESIRE OF THE BOARD AND ITS OCCASIONAL TEACHERS, with due regard for recognition of qualifications, experience and responsibilities to
meet established needs of the Board and to set forth the salaries, and certain other conditions of employments, as agreed herewith.

ARTICLE 1 – DEFINITIONS
1.01
(a) "Teacher" shall mean a member of the Ontario College of Teachers who is employed by the Board to teach; but does not include a supervisory officer, principal, vice principal or instructor in a teacher-training institution.

(b) "Occasional Teacher" shall be as defined in the Education Act.

(c) (i) "Long Term Occasional Teacher" shall mean an Occasional Teacher to whom the Board has sent a long term occasional assignment letter (formerly an "assigned occasional contract") or has worked for a period of fourteen (14) or more consecutive days as a replacement for a Teacher.

(ii) In determining whether a daily assignment becomes a long term occasional assignment, the Board shall not regard an absence of no greater than five (5) days as a result of a death of an immediate family member for an Occasional Teacher who has worked ten (10) or more days, Professional Development days or statutory holidays as breaking the consecutiveness of the teaching days involved. The above mentioned absences shall not be regarded as teaching days.

(iii) The long term occasional assignment letter referred to in clause (i) above shall be dated and shall specify the assignment and its maximum duration. Where possible, the said letter shall be sent prior to the beginning of the assignment.

(d) "Casual Occasional Teacher" shall mean any Occasional Teacher employed by the Board as other than a Long Term Occasional Teacher.

1.02
When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

ARTICLE 2 – RECOGNITION AND SCOPE
2.01
The Board recognizes the Association as the exclusive bargaining agent for the Occasional Teachers who are on the Board’s roster of Occasional Teachers who
may be assigned to elementary or secondary schools in accordance with sections 277.3 (1), 2. and 4.; and 277.7 (1) of the Education Act.

2.02
No teacher as defined in section 277.3 (1), 1. and 3. of the Education Act shall be covered by this Agreement. However, a person who is employed by the Board as a Teacher in respect of a part-time employment, and who is accepted by the Board for additional employment as an Occasional Teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

2.03
Any reference to the "President of the Association" contained in this Agreement shall be interpreted as meaning the President of the local bargaining unit. Any correspondence contemplated by this Agreement will be directed to the local President of the Association at the address set out in Article 21.02.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01
The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

3.02
Without limiting the generality of the foregoing, the Board's rights shall include:

(a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
(b) The right to determine, alter and eliminate services, programs and courses offered;
(c) The right to discipline, including disciplinary demotion;
(d) The right to discharge Occasional Teachers;
(e) The right to determine the number of Occasional Teachers to be employed, the number of students to be allocated to a program, class size, and subject to be taught;
(f) The right to designate or establish departments, organizational units or areas of study;
(g) The right to select individuals to positions of responsibility, and to determine job functions;

3.03
The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers, including Occasional Teachers, enjoyed by Roman Catholic and Protestant Separate School Boards under the Constitution Act, 1867 (formerly named the British North America Act, 1867).

3.04
(a) An Occasional Teacher who has completed seventy-five (75) instructional days while subject to the terms and conditions of this Agreement shall not be disciplined, suspended or discharged without just cause.

(b) An Occasional Teacher who has completed less than seventy-five (75) instructional days while subject to the terms and conditions of this Agreement shall have recourse to neither grievance nor arbitration procedures if he/she is removed from the Board's Occasional Teachers' List.

(c) The President of the Association shall be informed of the removal from the Occasional Teachers' List.

3.05
If the Teacher Personnel Department receives a complaint from a student or his/her parent or a Board employee concerning an Occasional Teacher that could result in disciplinary action, the appropriate Board administrator shall discuss the complaint with the Occasional Teacher as soon as possible, thereby, giving the Occasional Teacher an opportunity to arrange for Association representation.

3.06
In the event an Occasional Teacher is suspended or removed from the Occasional Teacher List for disciplinary reasons, or the Occasional Teacher has been advised by the Superintendent of Human Resources or the Superintendent of Employee Relations or designate(s) that suspension or removal is being considered, the Occasional Teacher may request a meeting with the Superintendent of Employee Relations or designate to discuss the matter provided such request is made with reasonable promptness.
a) If the complaint in 3.05 is unresolved or adverse in nature, the Board shall provide a copy of any Principal's report to the said Occasional Teacher as soon as possible after the incident.

b) The Superintendent of Employee Relations or designate shall provide the Occasional Teacher with notice prior to any disciplinary actions/meeting.

c) Such notice shall state the reason(s) for the disciplinary meeting.

d) The President of the Association will be notified of such meeting.

e) At any such meeting, the Occasional Teacher may be accompanied by the President of the Association or designate.

f) The Board or its designate(s) shall provide the Occasional Teacher and the Association with a copy of the outcome of the disciplinary meeting, including recommendations and any further disciplinary actions.

g) The Occasional Teacher may reply to the Board's report (in f above) within ten (10) working days of receipt. This reply shall be attached to the report should it become part of the Occasional Teacher's file.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

4.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 5 – ASSOCIATION DUES

5.01 In every pay period in which an Occasional Teacher receives a pay cheque, the Board shall deduct from such pay the appropriate amount of dues as authorized by the Constitution of the Association and directed by its Executive.

5.02 Dues deductions made as in Article 5.01 shall be forwarded to the Provincial Secretary-Treasurer of the Association. Such deductions shall be accompanied by a list indicating the Occasional Teachers' names, employee numbers and the amount of the dues deducted.

5.03 (a) On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the O.E.C.T.A. fee and any levy chargeable by the O.E.C.T.A. O.T. Local. The respective amounts
shall be determined by O.E.C.T.A. and the O.E.C.T.A. O.T. Local in accordance with their respective constitutions and by-laws.

(b) The O.E.C.T.A O.T. Local levy, if any, shall be remitted to the Treasurer of the O.E.C.T.A. O.T. Local on or before the 15th day of the month following the date on which the deductions were made.

5.04
The Association shall indemnify and save the Board harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of such deductions authorized by the Association.

5.05
A dues submission report shall be sent to the President upon request up to four (4) times per year. The list shall include the Occasional Teacher’s name, employee number, location, group, the current and year-to-date dues deduction.

ARTICLE 6 – ASSOCIATION REPRESENTATION

6.01
The Association may appoint or otherwise select a bargaining committee which shall be composed of not more than four (4) Occasional Teachers. Such committee shall represent the Association in all negotiations with the representatives of the Board for a renewal of this Agreement.

6.02
(a) Negotiating meetings shall take place outside school hours. If the Board requests, and the bargaining committee agrees to meet during school hours, members of the bargaining committee who attend negotiations meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, or would otherwise be available to be called in for occasional teaching duties, shall be entitled to receive the appropriate daily rate (or portion thereof) for Casual Occasional Teachers for each day (or portion thereof) spent attending such meetings. The Board and the Association will endeavour to hold full day negotiation meetings.

(b) The Association shall notify the Board in writing of the names of its officers and members of the bargaining committee and of any changes therein from time to time.
ARTICLE 7 – COMMUNICATION

7.01
The Board shall provide bulletin boards in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices of meetings and other notices approved by the Board.

7.02
All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Employee Relations, or designate, and the President of the Association.

7.03
The Board shall determine and communicate information to Occasional Teachers prior to the beginning of the school year and at other times during the school year as deemed necessary by the Board. The communication shall be posted via the Board website.

The Board will provide Occasional Teachers with the information contained in the “Atlas” via the Board’s website. Should the Occasional Teacher request a paper copy the request must be made in writing on an annual basis no later than June 30th of the previous school year or at the time of hire for any newly hired employee. Copies will be provided, in the Human Resources Department of the CEC, for the next school year for Occasional Teachers who have requested them. This information will be available for pickup and be posted on the board website no later than the Thursday before the first day of school.

ARTICLE 8 – NO DISCRIMINATION

8.01
There shall be no discrimination by the Board or the Association or any Occasional Teacher against any Occasional Teacher because of membership or non-membership in any lawful union activity therein.

8.02
Every Occasional Teacher in this bargaining unit has a right to be free of sexual harassment in the workplace.

8.03
The Board recognizes the importance of providing a workplace where the rights and obligations of individuals are protected. The Occasional Teacher must follow the procedures outlined in the applicable Board General Administrative Procedures (GAP): Catholic Code of Conduct, GAP 530; and the Workplace Conduct Policy, GAP 305.
ARTICLE 9 – BOARD/ASSOCIATION MEETINGS

9.01 The Board agrees that representatives of its management will meet the officers of the Association periodically, to discuss matters of mutual concern.

9.02 The Board and the Association shall participate in a Staff Liaison Committee to discuss issues of concern to either the Board and/or the Association.

The Staff Liaison Committee shall be composed of four (4) representatives appointed by each party.

The parties may agree in advance that additional resource persons are required to attend meetings.

The representatives of the Board and the Association shall each nominate one of their members as chairperson. Chairing of the meetings will alternate between the chairpersons.

The co-chairpersons shall determine by mutual agreement, the time and place of meetings and its agenda.

9.03 Official Board/Association meetings shall take place outside of school hours. If there is a need to meet during school hours, members of the committee who attend such meetings with the Board at times when they would otherwise be performing occasional teaching duties for the Board, or would otherwise be available to be called in for occasional teaching duties, shall be entitled to receive the appropriate daily rate (or portion thereof) for Occasional Teachers for each day (or portion thereof) spent attending such meetings.

ARTICLE 10 – GRIEVANCE PROCEDURE

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification (of either party to the other party) indicating that the grievance mediation is unsuccessful, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The expenses for the Mediator shall be shared equally by both parties.
10.01 – Definitions:

a) An Occasional Teacher grievance shall be defined as any difference or dispute between the Board and any Occasional Teacher or group of Occasional Teachers which relates to the interpretation, application, or administration of this Agreement.

The right of the individual Occasional Teacher or groups of Occasional Teachers to adjust their Term grievances personally with the Board through the regular supervisory channels and without the assistance of the Association is not restricted by this Agreement.

b) An Association policy grievance, which is defined as an alleged violation of this Agreement which affects all or a substantial number of employees, may be lodged by the President of the Association in writing with the Superintendent of Employee Relations/Designate at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated. If it is not satisfactorily settled, it may referred to arbitration under Article 11.

c) A Board policy grievance shall be in writing and may be initiated by the Superintendent of Employee Relations by delivering the grievance to the Association. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Board may refer the grievance to arbitration under Article 11.

d) For purposes of Articles 10 and 11, a “working day” shall be defined as a day other than Saturday, Sunday or a school holiday.

10.02 – Procedure:

Should any difference, (hereinafter called a “grievance”) arise between the Board and any Occasional Teacher as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made. The following procedure shall be adhered to in processing grievances:

**Step 1**

a) In the event of a grievance by any Occasional Teacher, the Occasional Teacher shall submit the problem to the Manager of Employee Relations or designate for discussion.

b) No grievance shall be considered where the events occurred more than ten (10) working days after the Occasional Teacher became aware or ought to
have become aware of the incident or circumstances giving rise to the grievance.

**Step 2**

a) If the Occasional Teacher is not satisfied with the response at Step 1, or if no response is made within two (2) working days from the time verbal representations were made, then within five (5) working days, the Occasional Teacher may choose to submit it at Step 2. In this case, the grievance must be submitted in writing and presented to the Superintendent of Employee Relations or designate.

The Occasional Teacher shall submit to the Superintendent of Employee Relations or designate, a signed, concise statement of facts complained of, must specify the article(s) allegedly violated, and redress sought.

b) The Superintendent of Employee Relations or designate may request a meeting be held within ten (10) working days of receipt of the grievance.

c) An Occasional Teacher should have Association representation at the meeting with the Superintendent of Employee Relations or designate.

d) Within five (5) working days of such meeting, or within five (5) working days of receipt of the grievance, the Superintendent of Employee Relations/Designate shall forward the decision on the matter in writing to the President of the Association and the Occasional Teacher.

e) If the grievance remains unresolved after Step 2, the Occasional Teacher may take the matter to the Association for consideration with respect to Mediation or Arbitration.

10.03 Referral to Arbitration

If final settlement of the grievance is not reached at Step 2 above, it may then be referred to a Board of Arbitration by either Party as provided in Article 11 at any time within ten (10) working days after the decision is given in Step 2, but not thereafter, and if no such written request is received within the time limit, then it shall be deemed to be abandoned.

10.04 Employer Representation

The Employer representation on grievances shall consist of three (3) such representatives as are appointed by the Employer, and additional Board resource staff as required.
10.05
Association Representation
The Employer will recognize a committee of no more than three (3) representatives of the Association for grievance meetings.

10.06
Time Limits
The time limits specified in Articles 10.01 to 10.05 above may be extended by mutual agreement between the parties. Such agreements shall be in writing.

ARTICLE 11 – ARBITRATION

11.01
Arbitrability of Grievances
Both Parties to this Agreement agree that any grievance which has been properly carried through all steps of the Grievance Procedure outlined in Article 10, and which has not been settled, may be referred to a Board of Arbitration.

11.02
Composition of Arbitration Board
The Board of Arbitration will be composed of one (1) person appointed by the Board, one (1) person appointed by the Association and a third person chosen by the other two (2) nominees to the Arbitration Board.

11.03
Single Arbitrator May be Proposed
Notwithstanding the conditions set out in Article 11.02, a Single Arbitrator may be proposed by either Party, and if such agreement is reached, then the conditions of Article 11.02 shall be disregarded.

11.04
Naming of Nominees
Within five (5) working days of receipt of notice of Arbitration, (as set out in Article 10.02), which shall contain the name of that Party’s proposed nominee to the Arbitration Board, the other Party shall respond in writing with the name of its nominee.

11.05
Alternative Method of Selecting Chairperson
Should the two (2) nominees fail to agree upon the third person to be named as the Chairperson, then within seven (7) days of the notification set out in Article 11.04, the Minister of Labour for the Province of Ontario may be asked to nominate a Chairperson.
11.06
Decision if Final and Binding
The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties. Failing a majority decision, the decision of the Chairperson shall be final and binding upon both Parties.

11.07
Board Confined to the Terms of the Collective Agreement
The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

11.08
Payment of Board Members
Each of the Parties to this agreement will bear the expense and fees of the Arbitrator named by it, and the Parties will jointly bear the remuneration and expenses of the Chairperson.

11.09
Should either party withdraw a grievance within thirty (30) days prior to the Arbitration hearing date, that party will bear the full cost of any cancellation fee charged by the Chairperson. This provision will not apply to arbitrations heard under section 49 of the Labour Relations Act.

ARTICLE 12 – ACCESS TO RECORDS
12.01
An Occasional Teacher, or designated Association representative authorized by the Occasional Teacher in writing, shall have access during normal business hours to the teacher's personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resources, and in the presence of the Superintendent of Human Resources or designate. If an Occasional Teacher, or designated Association representative authorized by the Occasional Teacher in writing requests photocopies of documents from the personnel file, the Board will provide such copies within three (3) working days.

12.02
Copies of any document regarding the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher or designated Association representative authorized by the Occasional Teacher in writing, as soon as possible.
12.03
The signature of an Occasional Teacher on any document regarding the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

12.04
If an Occasional Teacher disputes the accuracy or completeness of information in his/her file, the Board shall, upon receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information. The Board shall notify the Occasional Teacher in writing of its decision, including reasons for the decision.

ARTICLE 13 – OCCASIONAL TEACHER LIST
13.01
The Board’s Occasional Teacher List shall mean the total of any sub-lists kept by the Board’s Teacher Personnel Department. This will be considered to be the Board’s roster of Occasional Teachers within the meaning of subsection 277.5(2) of the Education Act.

13.02
(a) To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have a Certificate of Qualification or an Interim Certificate of Qualification issued from the College of Teachers.

(b) In order to remain on the Occasional Teacher List, an Occasional Teacher must be in good standing with the College of Teachers.

13.03
(a) At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select divisions, and from among the schools designated as available by the Board, up to a maximum of 50 schools Board wide in which the Occasional Teacher wishes to accept occasional teaching assignments and has the appropriate divisional qualifications and/or are willing to teach; and such Occasional Teacher shall then be placed on the appropriate sub-list.

(b) During the months of September and February, except in extenuating circumstances, an Occasional Teacher may request in writing to the Teacher Personnel Department to be moved to or from some/all of the schools selected in 13.03 (a). Upon approval from the Superintendent of Human Resources, the written request shall be accommodated within ten (10) working days.
13.04
Occasional Teachers shall notify the Teacher Personnel Department of the Board, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

13.05
The Occasional Teacher List shall not exceed:

- Thirty-six (36) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2008
- Thirty-two (32) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2009
- Twenty-eight (28) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2010
- Twenty-five (25) percent of the combined FTE's of the Elementary and Secondary Teachers employed by the Board as of October 31, 2011

The Occasional Teachers List shall consist of an “A” List and a “B” List.

All Occasional Teachers on the Board's Occasional Teacher “A” list at the date of ratification (November 25, 2008) shall remain on the “A” List. All Occasional Teachers on the Board’s Occasional Teacher “B” List at the date of ratification (November 25, 2008) shall remain on the “B” List. The “A” List shall be comprised of all Occasional Teachers employed more than one (1) year prior to August 31st.

New Occasional Teachers shall be placed on the “B” List. Occasional Teachers shall be moved from the “B” List to the “A” List after one (1) complete year of employment with the Board as of August 31st.

Unless an Occasional Teacher is specified by a Principal, Occasional Teachers on the “A List” will be given the first opportunity to accept all daily occasional teaching assignments. If daily occasional teaching assignments are still available, the Occasional Teachers on the “B List” will be given the opportunity to accept those assignments.

The parties agree to meet annually or earlier, if requested by either party, to review issues related to the implementation of this Article, which may lead to mutually agreed to modifications based upon demonstrated needs of either party.
13.06
An Occasional Teacher, who becomes unavailable for assignment because of illness, maternity, paternity or adoption of a child, or for required compassionate care, shall submit such request in writing to the Manager of Teacher Personnel. The Occasional Teacher shall be retained on the Board’s Occasional Teacher List in an inactive status during the period of such unavailability, provided that such Occasional Teacher makes herself/himself available for assignment during the school year following the commencement of the period of unavailability.

13.07
Any Occasional teacher becoming unavailable for assignment pursuant to Articles 13.06 above, 17.05 or 17.06, shall follow the appropriate Teacher Personnel Department procedures regarding the date of commencement and return from the period of unavailability.

13.08
O.T. List

(a) On or about September 15, November 15, February 15 and May 15 of each school year, the Board shall provide in electronic format to the Association, the addresses, telephone numbers, names of retired teachers, panel (E-elementary, S – secondary or ES – elementary/secondary) as disclosed by the Occasional Teacher on their Profile and thereafter can only be amended either in September or February and start date as an Occasional Teacher of all Occasional Teachers including certified emergency teachers on the Board’s Occasional Teachers List.

(b) On or about September 15, November 15, February 15 and May 15 of each school year, the Board shall provide in electronic format to the Association, a list of all long term occasional assignments which have occurred during the period including the name of the Occasional Teacher, location and start and end date.

(c) From December 1, 2008 to August 31, 2012 the Board agrees to provide, on a monthly basis, the “Summary of Rationales for Available Certified Occasional Teachers – Not Used” report, in the same format as the report received for June 2008. In addition, the Board agrees to supply on a monthly basis, the “Emergency Situations” report, for information purposes only, a report that outlines the use of Emergency Instructors as per the Emergency Procedures Protocol. These reports shall be provided no later than six (6) weeks following the end of the month being reported on.
13.09
An Occasional Teacher who is included on the Occasional Teacher List shall make herself/himself available for assignment or otherwise provide reasonable grounds for refusing such assignment.

13.10
An Occasional Teacher who refuses three (3) or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignments during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teacher List.

ARTICLE 14 – REMUNERATION AND BENEFITS
14.01

Method of Payment

1) Documentation

All newly-hired employees must be fully documented prior to commencement of work.

2) Salary

Salary shall be as determined in the collective agreement.

3) Payment

The payment shall be deposited electronically at the financial institution of the Occasional Teacher’s choice. Pay statements for employees with no access to Board email will be dated and distributed on or before the pay date, except in cases of statutory holidays, etc., when distribution will be on the last preceding working day.

14.02

Casual Occasional Teachers
The Board shall pay the following rate to Casual Occasional Teachers in respect of each day of employment as an Occasional teacher with the Board the equivalent to that negotiated with the OECTA Elementary and Secondary Teachers at 97% of Teachers Grid Level 4 A1 0 years experience:
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<tr>
<th>Effective September 1, 2008</th>
<th>Basic Statutory Rate</th>
<th>Vacation Pay</th>
<th>TOTAL PAY</th>
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<td>$7.19</td>
<td>$8.22</td>
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<th>Vacation Pay</th>
<th>TOTAL PAY</th>
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<td>$211.55</td>
<td>$7.40</td>
<td>$8.46</td>
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14.03
Occasional Teachers shall be entitled to .6 of the daily rate for half day assignments, except when the Occasional Teacher is at the same location for the full day, where 100% of the daily rate will be given.

Where the Occasional Teacher is replacing more than one (1) teacher in an elementary school in a day, the supervision duties of only one (1) teacher shall be assigned.

Where the Occasional Teacher is replacing more than one (1) teacher in a secondary school in a day, the workload shall not exceed the equivalent of 3.5 periods.

Notwithstanding Article 15.04, late calls, and recognizing that exceptional circumstances may occur, an Occasional Teacher shall not knowingly accept any assignment(s) that he/she is unable to completely fulfill the duties of.
ARTICLE 15 – ASSIGNMENT AND REPORTING PAY

15.01

An Occasional Teacher who is called out for an assignment at a particular school shall be paid the appropriate rate for that assignment. If the Occasional Teacher does not receive prior notification of the job cancellation and arrives at the school, the Occasional Teacher shall report to the Principal for reassignment to any unfilled vacancy requiring replacement in the school. If the Occasional Teacher is assigned to a vacancy that is of shorter duration than the assignment originally called for, the Occasional Teacher shall work at the school for the length of the original assignment in order to be paid accordingly. If there are no unfilled vacancies requiring replacement, the Occasional Teacher shall work at the school for the length of the original assignment in order to be paid accordingly. Only Occasional teacher duties will be assigned.

15.02

(a) Each Occasional Teacher in the Elementary Panel shall normally be assigned the regularly scheduled supervision duties and workload of the Teacher being replaced, except when adjusted by the Principal.

(b) Each Occasional Teacher in the Secondary Panel shall be assigned the workload of a full time Secondary Teacher which is three (3) periods per day, not including any supervision/on-call duties. Each Occasional Teacher may be assigned an additional workload of not more than one-half (0.5) of a period which shall not exceed in total three-and-one-half (3.5) periods for a full day assignment.

15.03

In the case of full-day assignments, Occasional Teachers shall receive a continuous and uninterrupted forty (40) minute lunch period exclusive of the allotted planning, preparation and evaluation time.

15.04

School Administrators will make every reasonable effort to ensure that Occasional Teachers assigned half (1/2) day assignments shall not be required to do supervision duties at the lunch hour. Such supervision duties shall be exchanged for other supervisory duties during the day, wherever possible.

15.05

An Occasional Teacher will be assigned no more than the equivalent of 2 periods for a half-day assignment in the Secondary schools.

15.06

If the assignment is given in a timely manner and the classroom is accessible, each Occasional Teacher shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and
five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on-call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty, and/or yard duty shall constitute supervision.

It is the responsibility of the Occasional Teacher to advise the school’s Administration if they are unable to fulfill this responsibility.

**ARTICLE 16 - LONG TERM OCCASIONAL ASSIGNMENTS**

16.01

(a) A Long Term Occasional Teacher shall mean an Occasional Teacher as defined in Article 1.01 c) i).

(b) The Long Term Occasional Assignment letter is referenced in Article 1.01 c) ii).

16.02

Long Term Occasional Teacher vacancies which the Board intends to fill shall be identified and either of the following should occur:

a) A Principal may make a direct recommendation for hire to the Board if the candidate is a member of the Bargaining Unit.

b) Known vacancies will be posted and the Principal will interview for the position according to the following

   i) The vacancy is posted on the Internal Jobs Opportunity page of the Board’s web site for a minimum of four (4) days during the school year. Such posting shall only be available to bargaining unit members, however, external applicants can be equally considered. If two (2) or less qualified Bargaining Unit members apply, they shall be interviewed.

   Notwithstanding the above, should three (3) or more qualified Bargaining Unit members apply, at least fifty percent (50%) of those interviewed shall be Bargaining Unit members.

   ii) The Board will make every effort to post known Long Term Occasional (LTO) positions for one month during the summer. Vacancies that become known subsequent to the start of the posting period will be posted for four (4) weeks or until August 31st whichever comes first.

   iii) Such postings shall have job posting number, location, grade/subject, start/end dates and closing date. A copy of such
posting shall be provided to the president of the Association during the first week of each month, with the exception of August.

iv) In determining the successful candidate, the factors to be considered should include but not be limited to the following:

- Experience
- Qualifications
- Interview
- Evaluation

v) All interviewed applicants should be advised of the outcome, and upon request, shall be provided with feedback.

vi) It is the Board’s intent to develop a process to electronically track the compliance with this article for those Bargaining Unit members who have applied through the Internal Jobs Opportunity page of the Board’s web site.

16.03
A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development day shall be required to participate in the scheduled professional activities and shall be paid for such day provided he/she attends and participates.

16.04
Where an Occasional Teacher is required to attend negotiations and other meetings on Board business, and as outlined in Article 17.05 (b), such as Grievances, Staff Liaison and Health & Safety, during the fourteen (14) day period required to qualify for a long term occasional position, the day(s) spent at negotiation and other meetings shall be considered as teaching day(s) for the purpose of Article 1.01 c) i).

16.05
In the event that a teacher returns to active duty prior to the original scheduled end date, the Long Term Occasional Teacher shall be given five (5) teaching days notice of the date that the assignment is to end, whenever possible.

16.06 – Salary Grid Placement
(a) A Long Term Occasional Teacher as defined in Article 1 shall be paid in accordance with the current salary grid applicable to the Board’s Teachers less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Placement on the salary grid shall be in accordance with the Long Term Occasional Teacher’s recognized teaching experience and
category placement as of the date of the Long Term Occasional Assignment. Payment on the Teacher's salary grid shall be retroactive to the first day of the Long Term Occasional Assignment. The Long Term Occasional Teacher shall be paid as set out herein until the termination of her/his Long Term Occasional Assignment or the assignment thereunder.

(b) The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 16.06 (a) above.

(c) "Recognized Teaching experience" for the purpose of 16.06 (a) above means previous school teaching experience approved by the Board.

(d) In determining a Long Term Occasional Teacher’s category for placement on the salary grid, the Board will be guided by the manner of determining category placement set out in the appropriate Teachers’ Collective Agreement.

(e) It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with her/his Qualifications Rating Statement and any supporting documents no later than the end of the assignment.

(f) If an assignment is not rescheduled as a long term occasional position but turns into one for which the Board intends to grant a Long Term Occasional Assignment, the Occasional Teacher currently filling the position shall have the right to be considered for such Long Term Occasional Assignment along with other possible candidates.

16.07 - Benefits

(a) A Long Term Occasional Teacher employed on a Long Term Occasional Assignment for a period of four (4) months or more shall be entitled to receive benefit coverage under the following conditions:

Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the undernoted contributions to the Plans, based upon full-time employment of employees eligible to enroll in such Plans.

The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Long Term Occasional Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.

Subject to, and in accordance with the terms and conditions set out in
each Plan, part-time Long Term Occasional Teachers shall be eligible for the benefits as described.

If a part-time Long Term Occasional Teacher is eligible and elects to participate in a Plan or Plans, the Board will assume a portion of the undernoted percentage premium cost(s), such portion to be determined as follows:

\[
\text{Percentage of time worked by part-time Long Term Occasional Teacher} \times \text{Board share of premium cost for a full-time Long Term Occasional Teacher}
\]

The remainder of the premium cost shall be paid by the part-time Long Term Occasional Teacher.

The Board shall assume single benefit coverage for Major Medical and Semi-Private Hospital, and Dental benefit coverage for full time Long Term Occasional Teachers unless otherwise directed in writing. The Long Term Occasional Teacher may request family coverage for any of these benefits which will become effective on the pay period after the request is received. Basic life insurance and Long Term Disability is mandatory for all full time Long Term Occasional Teachers.

Actual benefit coverage for part-time Long Term Occasional Teachers will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package. Basic life insurance is mandatory.

The Board shall contribute the percentage of premium costs for full-time employees as hereinafter set out.

(b) Life Insurance
- $10,000 basic Life Insurance coverage will be provided....100% of required premiums
- Additional optional coverage at 3 x annual salary....80% of required premiums

(c) Semi-private hospital coverage....100% of required premiums

(d) Major Medical Plan with extension to cover: eyeglasses $200, hearing aids $500 every five (5) years, chiropractic coverage maximum $225 per person beyond government plan and Health Care Outside Canada – Deductible $10 single, $20 family....90% of required
(e) Dental Plan II based on current O.D.A. Fee Guide...90% of required premiums. Maximum Orthodontic $3000 per lifetime. Maximum individual dental $2000 per year.

(f) Long Term Disability Benefits become effective after 75 working days of continuous disability....100% of required premiums

16.08
The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, with notification to the executives of the Association.

16.09
All new or changed coverage of benefits negotiated into this Agreement, unless otherwise specified, will take effect the first day of the month following ratification.

16.10 – Sick Leave Credits
A Long Term Occasional Teacher shall be entitled to two (2) days paid sick leave per month cumulative for the duration of the Long Term Occasional Assignment. Paid sick leave days will be credited at the beginning of the assignment.

Sick leave credits will be pro-rated when an assignment is concluded earlier than the original stated completion date.

16.11
Sick leave credits shall be carried over from one (1) Long Term Occasional Assignment to another to an accumulated total of fifty (50) sick leave credits. Each teacher shall be given a statement of cumulative sick leave credits on September 30 of each school year for the previous school year worked.

16.12
A Long Term Occasional Teacher may be requested to produce a medical or dental certificate for an illness of five (5) or more working days. The Board may request such a certificate at any time for any duration of absence or waive the necessity of such certificate.

An Occasional Teacher on a medical leave receiving a Functional Ability Form from the Board, shall present this form to the attending physician for completion. The Occasional Teacher will also sign the form authorizing the physician to release the information included on the Functional Ability
Form to the Board. The form, as completed by the physician, is to be returned to the Health Promotion and Wellness department within the timelines requested, except in extenuating circumstances.

ARTICLE 17 – LEAVE OF ABSENCE – LONG TERM OCCASIONALS
17.01 – Emergency Leave
The Director of Education or designated Supervisory Officer may grant emergency leave with pay up to a maximum in any one (1) year school year of ten (10) days. All days granted shall be deducted from the Long Term Occasional Teacher's sick leave credits.

17.02 – Bereavement
Bereavement Leave days shall be deducted from the ten (10) emergency days outlined in 17.01, but are not deducted from sick leave credits.

(a) A Long Term Occasional Teacher is entitled to a leave of up to five (5) days by reason of a death in the immediate family, which is defined as: spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

(b) A Long Term Occasional Teacher is entitled to a leave of up to two (2) days by reason of death of the Long Term Occasional Teacher’s grandparent, uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew, in order to attend the funeral.

17.03 – Jury Duty/Subpoena
A Long Term Occasional Teacher who is absent from a Long Term Occasional Assignment by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not party or one (1) of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as a juror or as a witness.

17.04 - Quarantine
A Long Term Occasional Teacher shall be entitled to his/her salary notwithstanding his/her absence from duty where, because of exposure to communicable disease, he/she is quarantined or otherwise prevented by the Medical Officer of Health from attending upon his/her assigned occasional teaching duties.

17.05 – Association Executive
(a) An Occasional Teacher who is elected to the position of President of the Association shall, if the duties of the office are such that she/he is required to make herself/himself unavailable for assignment, be retained on the Board’s Occasional Teacher List in an inactive status during the period of such unavailability for no for longer than one (1) school year at a time.
(b) The Association may request, and the Board shall grant, through the Superintendent of Human Resources in September of each school year a specified number of days for the release of the Association President to conduct Association business. It is agreed that the Board will be reimbursed by the Association for this time.

(c) The Board will release up to eight (8) Association Executive members for a maximum of five half days a year to conduct Association business. It is agreed that the Board will be reimbursed by the Association for this time.

(d) The Board will consider such time as teaching experience.

17.06
a) The Association may, if it so chooses, designate one (1) Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, he/she shall be retained on the Board's Occasional teacher List in an inactive status during the period of such unavailability for no longer than one (1) school year at a time.

b) The Association may request, and the Board shall grant, through the Superintendent of Human Resources in September of each school year, a specified number of days for the release of the designated Occasional Teacher to assist in Association business. It is agreed that the Board will be reimbursed by the Association for this time. The Board will consider such time as teaching experience.

17.07
The Association shall notify the Board of the unavailability of an Occasional Teacher under either Articles 17.05 or 17.06 above.

ARTICLE 18 – WORKPLACE SAFETY AND INSURANCE BOARD
18.01
When an Occasional Teacher is awarded Workplace Safety and Insurance benefits, the Occasional Teacher shall receive the amount of monies he/she would be eligible for, directly from the Workplace Safety and Insurance Board.

ARTICLE 19 – PROFESSIONAL DEVELOPMENT
19.01
Once each year, the Board will provide a half day paid professional development program for Occasional Teachers. Professional development, including WHMIS, will be provided on this half day. In preparing such program, the Board will request input from the Association.
ARTICLE 20 – DURATION OF AGREEMENT

20.01
Save as otherwise set out, this Agreement shall have effect from the 1st day of September 2008 to the 31st day of August 2012. This Agreement shall continue to have effect after August 31, 2012 unless either party gives notice to the other to negotiate its renewal.

ARTICLE 21 – NOTICE OF RENEWAL

21.01
Either party hereto may give written notice to the other party within the month of May in the year in which the Agreement expires of its desire to negotiate for the renewal of this Agreement. Negotiations for such renewal shall commence within fifteen (15) days of notification, or on a mutually agreed upon date.

21.02
For the purpose of sending proper notices herein the following shall be the addresses of the respective parties:

President, Dufferin-Peel Unit of the Ontario English Catholic Teachers' Association - Occasional Teachers
1222 Fewster Drive, Unit 3A
Mississauga, ON
L4W 1A1

Superintendent, Employee Relations
Dufferin-Peel Catholic District School Board
40 Matheson Blvd., West
Mississauga, ON
L5R 1C5

21.03
Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

ARTICLE 22 – DISTRIBUTION OF AGREEMENT

22.01
The Board shall issue a printed copy of the Agreement to each Occasional Teacher on the current Occasional Teachers' List and to each new Occasional Teacher at the time of hiring. The Association will pay half of the cost of all copies.
EXECUTED at Mississauga as of the 8th day of NOVEMBER, 2008.

DATED AT MISSISSAUGA, THE 8TH DAY OF NOVEMBER, 2008

FOR THE BOARD

FOR ONTARIO CATHOLIC TEACHERS' ASSOCIATION - REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL TEACHERS

[Signatures]

[Names]
LETTER OF UNDERSTANDING #1

The parties agree to monitor the concerns regarding the assignment and duties required of Occasional Teachers through the Staff Liaison Committee.

In addition, the Board will provide a Letters of Permission Report which will provide location, grade, subject, start and end date.

Should the need arise for further specific information, a written request by the President of the Association shall be made to the Human Resources Department. A response will be provided as soon as possible, but no later than 6 weeks.

LETTER OF UNDERSTANDING #2

The Board shall make available to Occasional Teachers the opportunity to enroll in its Semi-private, Major Medical and Dental plans. Enrolment in the above plans shall be available on November 1 and March 1 of each school year provided that the Occasional Teacher is active and available for work. The Occasional Teacher must pay the full cost of the benefit premiums for the balance of the school year at the time of election. Payment of benefit premiums must be in the form of direct withdrawal from your bank account or a set of monthly cheques made payable to the Dufferin-Peel Catholic District School Board.

Where the Occasional Teacher is permanently removed from the Occasional Teacher List, benefits will be cancelled. Benefits may be reinstated, at the next available open enrollment date, only if the Occasional Teacher has been reinstated on the Occasional Teacher List.

If an Occasional Teacher has been removed from the Occasional Teacher List in error resulting in benefits being cancelled, return to the Occasional Teacher List will be immediate and benefits will be reinstated retroactively to the date of removal. Unpaid premiums will be the responsibility of the Occasional Teacher during that time frame.

Enrollment in the benefit plan, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any Occasional Teacher should any insurer fail or refuse to pay or provide same, in whole or in part.

It is the responsibility of Occasional Teachers to comply with the appropriate procedures for benefits enrolment. Failure to do so may result in a lack of benefits coverage.
LETTER OF UNDERSTANDING #3

The Board will continue to work co-operatively with the Association to address concerns relating to Occasional Teachers' assignments.

LETTER OF UNDERSTANDING #4

The Board will continue its practice of considering members from the Association for full time positions and long term occasional assignments. The Association will continue to monitor this issue through the Staff Liaison Committee.

LETTER OF UNDERSTANDING #5

Re: Removal from the Occasional Teacher List

1. The parties understand and agree that the Occasional Teachers' List, which is used for calling Occasional Teachers for assignments, is purged every five (5) months during the school year. These purges are conducted at the end of January and June.

2. The parties understand and agree that Occasional Teachers who have not taught the number of days as outlined in the chart below, since the last time the list was purged, are removed from the list, if they have not requested in writing to be placed in an inactive status as per Article 13.06, 17.05 or 17.06:
   - the equivalent of at least three (3) full days every five (5) months throughout the school year of 2008-2009
   - the equivalent of at least four (4) full days every five (5) months throughout the school year of 2009-2010
   - the equivalent of at least six (6) full days every five (5) months throughout the school year of 2010-2011
   - the equivalent of at least seven (7) full days every five (5) months throughout the school year of 2011-2012

3. The parties understand and agree that Retirees, re-hired to the Occasional Teacher List, who have not taught for the total number of days as outlined in the chart below, from the beginning of September to the end of June of the school year will be purged from the list.
   - the equivalent of at least six (6) full days in 2008-2009
   - the equivalent of at least eight (8) full days in 2009-2010
• the equivalent of at least twelve (12) full days in 2010-2011
• the equivalent of at least fourteen (14) full days in 2011-2012

4. The President of the Association will receive, in electronic format, the names of the Occasional Teachers removed.

LETTER OF UNDERSTANDING #6

The parties agree that issues pertaining to the harassment of occasional teachers by the community at large will be addressed as follows:

Procedure Regarding the Harassment of Teachers by Members of the Community at Large

a) Statement of Commitment:

The inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. The Dufferin-Peel Catholic District School Board is a Catholic educational community and is therefore committed to the creation of a working and teaching environment which fosters mutual respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace free from harassment.

All persons working for the Board or carrying out Board business on a temporary, part time or full time basis are covered by this policy. The policy also applies to elected officials, members of Board committees and volunteers.

b) What is Workplace Harassment of Teachers By Members of The Community at Large?

Such harassment may include incidents involving unwelcome behaviour which he or she knows or should know is unwelcome.

This harassment may include but is not limited to:
• Unwanted comments, interferences or suggestions;
• Various forms of intimidation and aggressive behaviour;
• Verbal and emotional abuse;
• “Bullying” – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions.
It should be noted that all teachers are governed by the Ontario College of Teachers' Standards of Practice and the Teaching Profession Act section 18(1).

c) **Workplace Defined:**

For the purposes of this policy, the workplace includes locations where activities related to the business of the Board take place. These include:

- Activities within offices, staff rooms, classrooms, cafeterias/lunch rooms and other Board property;
- Events associated with and including co-instructional and extracurricular activities;
- Situations outside of Board operated premises e.g. Field trips, external work assignments, work related conferences, training sessions, travel or social gatherings;
- Situations in other locations where workplace harassment may have a subsequent impact on the work relationship, performance or environment;

d) **Complaint Procedures:**

In the case of a complaint under this policy, an individual should utilize the following resolution process:

1. Speak directly to the person involved in the alleged harassment.
2. Tell the person calmly but firmly that the behaviour is unwelcome and must stop. Inform the person you are making note of the concern identified.
3. Record the details surrounding the incidents including times, dates, places, names of witnesses, if any and the circumstances surrounding the incident.
4. If the harassment continues, contact the principal to request assistance in providing resolution options.
5. Contact OECTA for advice.
6. If the harassment continues a meeting may be held with the individual and may include administration, teachers and other staff as required. The results of the meeting should be shared with the teacher involved.
7. If the harassment continues, the following options are available: (Not Rank Ordered)
   - An “Access to Property” letter to the individual
   - A meeting with the individual, Principal and Superintendent;
   - A letter issued by the OECTA unit President to the member identifying their legal options and copied to the individual;
   - A letter issued by the Board legal counsel or OECTA legal counsel;
   - Police involvement;
• Grievance procedure;
• Human Rights complaint;
• Employee Relations Department involvement;

e) References:

• The Occupational Health and Safety Act – Section 25
• The Safe Schools Act
• The Education Act

LETTER OF UNDERSTANDING #7

Balanced School Day

An Occasional Teacher who accepts an assignment at a designated "Balanced Day" school will only be required to be available for the regular school hours as a non "Balanced Day" school. In particular, a morning and/or afternoon half-day assignment at a "Balanced Day" school, will have the same start and end times as a similar half-day assignment at a non "Balanced Day" school.

The Principal of a designated "Balanced Day" school shall make the necessary accommodations to cover the classes of an Occasional Teacher working a half day assignment that ends at a time consistent with a non "Balanced Day" school.

LETTER OF UNDERSTANDING #8

For the life of the Collective Agreement, September 1, 2008 to August 31, 2012 the Board will facilitate an exclusive evening callout period followed by the opportunity for searching for available jobs in accordance with Article 13.05, plus a morning callout period also allowing for searching for available jobs.

LETTER OF UNDERSTANDING #9

Emergency Procedures

The parties agree to be guided by the Memorandum of Agreement dated November 30, 2006, and revised on November 27, 2007 regarding emergency procedures unless revisions are mutually agreed to.

Further, the parties agree that the memo (in accordance with the signed Memorandum of Agreement dated November 30, 2006, and revised on
November 27, 2007) sent to Administrators prior to the beginning of each school year (re: emergency procedures to be used when initiating the replacement of a regular teacher by using an uncertified, emergency instructor and the memo re: Application of the OECTA Occasional Teachers' (O.T.) Current Collective Agreement) will continue to be sent out on an annual basis via the Superintendent of Employee Relations and/or the Superintendent of Human Resources.

**LETTER OF INTENT #1**

A Long Term Occasional Teacher employed on a Long Term Occasional Assignment will be evaluated by the administrator at the school after one (1) month in the classroom, upon request by the Occasional Teacher with a minimum of two (2) weeks notice. This does not preclude the administrator’s discretion to evaluate the Occasional Teacher at any other time. Should the evaluation not be positive, the administrator will endeavour, where possible, to re-evaluate the Long Term Occasional Teacher before the end of the assignment thereby giving him/her time for professional growth, and to improve his/her teaching and/or classroom management skills.

**LETTER OF INTENT #2**

The Board agrees to maintain local records of consent forms, criminal reference checks, offence declarations and all reporting regarding Criminal Reference Checks under the Education Act, confidential, and secured separately from the Teacher Personnel files.

The Director/Designate(s) will be responsible for the protection of privacy in the collection and storage of all information pertaining to Criminal Reference Checks.

**LETTER OF INTENT #3**

School administrators will endeavour to ensure that the occasional teacher not be responsible for supervisory duties prior to the beginning of morning classes on the first day of the assignment when this duty is not included on TRACS. This will allow the occasional teacher an opportunity to prepare for morning class.
LETTER OF INTENT #4

The Board agrees to in-service all Elementary and Secondary Principals and Vice-Principals with regard to:

1. Early Terminations of LTOs
2. Report Cards
3. Changes to Collective Agreement
4. Clarify Supervision requirements before School Day and Lunch
5. Reinforce use of Qualified Teachers
6. Assignment of Daily Teacher Workload – Emergency Situations
7. Procedure to follow when on assignment:
   a) Starts as an LTO
   b) Becomes an LTO on the 14th day

The Board agrees to review the outline of this in-service with the President.
WHEREAS pursuant to clause 9 (1) (c) of the *Putting Students First Act, 2012* (the "Act") the Minister of Education advises that the Boards and Bargaining Agents in respect of the Bargaining Units identified in Schedule "A" have not been able to settle a collective agreement that is consistent with the terms of the Act;

PURSUANT to subparagraph 2 i of subsection 9 (2) of the Act, and subject to any subsequent order that may be made under that subparagraph, it is ordered that:

1. For the 2012-13 and 2013-14 school years, the Collective Agreement between a Board in Column 1 of Schedule “A” and the Bargaining Agent in Column 2 opposite the Board in respect of the Bargaining Unit in Column 3 opposite the Bargaining Agent shall be the Collective Agreement between the parties in operation for the 2008-12 school years ("Incorporated Agreement"), as modified or replaced by the corresponding Memorandum of Understanding in (the "MOU") in Column 4 opposite the Bargaining Unit, O. Reg 313/12 (Sick Leave Provisions, 2012-13) and the regulation titled "General" made under the Act, the regulations titled “Sick Leave Credits and Sick Leave Credit Gratuities” and “Hiring Practices” made under the Education Act and any other regulations that may be made that specifically provide for modifications or replacements ("Regulation").

2. If a provision of the Incorporated Agreement is inconsistent with any of the terms or conditions set out in the MOU and Regulation such provision is deemed to be inoperative to the extent of the inconsistency.

3. A provision of the Incorporated 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.

4. A Board and Bargaining Agent cannot by mutual consent revise the Collective Agreement to make it inconsistent with the terms of the applicable MOU in Column 4 and Regulation.
MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

And

ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION (OEECTA)

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 (STLD) 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” benefit 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 publicly 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
For OECTA

Kevin O'Dwyer, President, OECTA

Chris Karuhanga, First Vice-President, OECTA

Marshall Jarvis, General Secretary, OECTA

For the Ministry of Education

The Honourable Laurel Broten, Minister of Education
Process Guide for xxx Catholic District School Board Advice to Pay Program

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

Manulife Financial
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ACRONYMS, 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 setup.

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 an 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

Intake & Notification

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

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

Within 1 business day
Initial Interview, Claim Assessment and Recommendation

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

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

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**Treatment Facilitation:**
Manulife Financial

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 behaviour therapy
- 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.

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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.

**Phase 3 – Early Intervention and Ongoing Case Management Process**

- **Absence Not Supported**
  - Return to Work Facilitation Meeting
  - Return to Work

- **Absence Supported**
  - Appeal
  - Early Intervention or Case Management
  - Return to Work
  - Return to Work Facilitation Meeting (if needed)

- **Absence No Longer Supported**
  - Return to work
  - Seamless transition to LTD

- Preparing for transition to LTD
  - 8 weeks before LTD, Case Manager will discuss next steps with appropriate provider's LTD CM to prepare LTD application
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.
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 $\frac{1}{194} \times 10\%$ = 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 \times \frac{1}{194} \times 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 $\times \frac{1}{194} \times 33 \frac{1}{3}\%$ = 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 \times \frac{1}{194} \times 33 \frac{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 (ie: 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 STLDP 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 (STLD) 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 (STLD) 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 STLD.

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 perONT. 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.
Dated this 17th day of May, 2013, Toronto, Ontario.
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>
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<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>| 6. Maternity Leave | - Boards are to provide a minimum of 6 full weeks of maternity benefits including over “non-paid” periods. |</p>
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<th>Clarifications</th>
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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:  
  - MOU between the Ministry and OECTA dated July 5, 2012, including enhancements  
  - 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. |
MEMORANDUM OF AGREEMENT

BETWEEN

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

(Herein referred to as the “Board”)

AND

OECTA – DUFFERIN-PEEL OCCASIONAL TEACHERS

(Herein referred to as the “Association”)

This Memorandum of Agreement is an addendum to the agreement signed between the parties on November 30, 2006.

A) The Board and the Association agree that the “Emergency Procedures” as outlined in the Memorandum of Agreement of November 30, 2006 shall be amended to include the following:

- In unforeseen circumstances, Administrators will, with time and circumstances permitting, check WebTracs for available certified Occasional Teachers,
- In communication to Administrators, the Board will stress the importance of having certified Occasional Teachers in the classroom as much as possible,

It is further agreed that these amended “Emergency Procedures” will be reviewed for potential revisions by the parties at the end of the 2007-2008 school year. At such time, the continuation/alteration of Emergency Procedures shall be by mutual agreement. If no mutual agreement is reached, these Emergency Procedures shall be terminated.

B) The Board and the Association agree that the “Summary of Rationales for Available Certified Occasional Teachers Not Used” Report provides information on questionable absences and will include the following information:

- job start date,
- job number,
- location/school,
- name(s) of the certified occasional teachers available,
- division,
- rationale, and
- unforeseen emergency cases*
*In that it is agreed that all unforeseen emergency cases will be listed, only those that questionable will be eligible for pay-out to the Association.

This report will be provided to the Association no later than 6 weeks after the month being reported, e.g. the report for September will be provided no later than 6 weeks following the end of September, or earlier and the June report will be provided to the Association 6 weeks following the beginning of September, or earlier.

The parties agree to meet mid-year to discuss this matter, if requested by either party.

C) The Board and the Association agree that a lump sum amount of $7,000 will be paid to the Association to cover all questionable absences for the period June 19, 2006 up to and including May 31, 2007. This will bring full and final resolution to any questionable occurrences during this time and therefore, no further monies are owing to the Association.

Signed this 27th day of November, 2007.

FOR THE BOARD
[Signature]

FOR THE ASSOCIATION
[Signature]
DATE:

TO: Certified Occasional Teachers

FROM: Paul McMorrow, Superintendent of Human Resources
       Joseph Geiser, Superintendent of Employee Relations

RE: Absences that need to be filled in short notice

From time to time, a school may have an emergency situation arising that needs absences to be filled in short notice. An emergency is defined as any unfilled job that has been appropriately reported to WebTracs but that has not been filled by WebTracs 60 minutes prior to the beginning of the school’s start time, or any job that develops after the 60 minute threshold in which an occasional teacher will be needed. As a result, each school is to have an Emergency List consisting of occasional teachers who are willing and able to arrive at a school in short notice. To be included on the schools’ Emergency List, you must call the school(s) and ask that your name and contact information be added to this list. If on any day you are unable to accept a job after a certain period in the morning, you MUST make yourself unavailable on WebTracs.

The practice, effective January 2007, is as follows: if an administrator/designate contacts an occasional teacher on the school’s Emergency List (identified on WebTracs as being available for assignment) and he/she declines the job offer, the occasional teacher will be required, at that time, to provide a reason for the job “refusal”. If the occasional teacher has not provided “reasonable grounds for refusing such assignment”, the occasional teacher will be removed from the availability list for all other jobs for that day. Article 13.10 of the Occasional Teachers’ Agreement may be applied accordingly.

Article 13.10 states:
“An Occasional Teacher who refuses three (3) or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignments during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teacher List.”
IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(HEREINAFTER, "THE ASSOCIATION")

- AND -

THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER, "THE BOARD")

MINUTES OF SETTLEMENT

Whereas the Association submitted grievances, #7746, (09.45) #7912, (10.11), #7965, (10.20) and #7966, (10.21), (hereinafter, "the Grievances"), without prejudice or precedent to any other matter, the parties hereby agree as follows:

1. Both parties shall adhere to the collective agreement.

2. The Board confirms that there are no letters of discipline or any other material related to these grievances placed in the personnel files of any occasional teachers, including those named in Grievance #7965, (10.20) and/or Grievance # 7966, (10.21).
3. The Board and the Association both kept notes and have files related to this matter. Both parties agree that they will not rely on the information contained in those notes and files except where required by law.

4. The Board also confirms that the occasional teachers named in the grievances described in paragraph 2 will not be treated any differently than any other occasional teacher should there be any future concern with their alleged unapproved use of WebTRACS.

5. The Board shall provide a program of professional development for new occasional teachers annually with respect to WebTRACS and related Board policies. In preparing such professional development, the Board will request input from OECTA. The professional development program shall be held not later than November 15 of any school year. Attendance at such program of professional development shall be voluntary and unpaid unless the program of professional development is provided on the half day contemplated by article 19.01 of the collective agreement in which case attendance shall be paid in accordance with article 19.01.

6. For the purpose of these Minutes of Settlement, new occasional teacher shall mean any occasional teacher who has been employed one year or less as of August 31 of any year.

7. Upon execution of these Minutes of Settlement, the Association shall be deemed to have withdrawn # 7912, (10.11), on a without prejudice basis. The Association reserves the right to communicate with its members a response to the Board's letter dated February 19, 2010.

8. The Board agrees that in the circumstances addressed by # 7746, (09.45), the Board had an obligation to provide to the Association statistical data for each teacher identified in its investigation with respect to the use of WebTRACS.

9. Within two weeks of the execution of these Minutes of Settlement, the Board shall provide to the Association a copy of the report first provided to the Association November 17, 2009 with the names of the teachers included relating to the statistical data provided.
10. Without limiting the effect of paragraph 7 above, upon execution of these Minutes of Settlement, the Grievances shall be deemed to be withdrawn.

11. Arbitrator Stephens shall remain seized with respect to any dispute arising between the parties with respect to these Minutes of Settlement.

DATED AT MISSISSAUGA THIS 3RD DAY OF FEBRUARY 2011

Jean Smiley
FOR THE ASSOCIATION

Joseph Steen
FOR THE BOARD
February 7, 2011

Jean Smylie
President
O.E.C.T.A. – Dufferin-Peel
Occasional Teachers’ Bargaining Unit
1222 Fewster Drive, Unit 3A
Mississauga, Ontario
L4W 1A1

Dear Jean Smylie:

Re: Grievance O.E.C.T.A. #8647 – DPO-GD (Board #10.41) – Assignments

I am in receipt of your letter dated January 11, 2011, received in this office on January 14, 2011 with regard to the above noted grievance.

With the understanding that, effective immediately, the Board will no longer provide the Association with a monthly Long Term Occasional (L.T.O.) Report, then on a without prejudice, without precedent basis, the Board agrees to amend Article 13.08 (b) as follows:

“On or about September 30, November 30, February 28, and May 30 of each school year, the Board shall provide in electronic format to the Association, a list of all long term occasional assignments which have occurred during the period including the name of the Occasional Teacher, location, start and end date, and the teaching assignment.”

It is my understanding that upon receipt of this written agreement, the Association will withdraw Grievance #10.41 immediately.

Please feel free to contact me should you have any questions.

Yours sincerely,

JoAnne Shepherd
Manager of Employee Relations

c. J. Geiser
   J. Baechler
   G. DiCiocco
MEMORANDUM OF SETTLEMENT

BETWEEN

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(Hereinafter referred to as the Board)

AND

OECTA DUFFERIN-PEEL OCCASIONAL TEACHERS
(Hereinafter referred to as the Association)

This settlement is entered into without prejudice or precedent and applies to the following grievances: 7181 (09.05), 7184 (09.08), 7186 (09.10), 7187 (09.11), 7188 (09.12), 7189 (09.13), 7190 (09.14), 7264 (09.15), 7265 (09.16), 7267 (09.18), 7268 (09.19), 7269, (09.20) 7273 (09.24) 7274 (09.25), 7275 (09.26), 7278 (09.29), 7279 (09.30), 7280 (09.31), 7281 (09.32), 7282 (09.33), 7283 (09.34), 7284 (09.35), 7285 (09.36), 7863 (10.09), 8132 (10.24), 8133 (10.25), 8134 (10.26), 8135 (10.27), 8136 (10.28), 8137 (10.29), 8138 (10.30), 8139 (10.31), 8140 (10.32).

Article 13.10 states: An Occasional Teacher who refuses three (3) or more assignments within a period of twenty (20) school days and does not provide reasonable grounds for refusing such assignment or who cannot be contacted for assignments during a period of twenty (20) school days shall be deemed to have resigned from the Occasional Teacher List.

The grievances shall be resolved as follows:

1. The parties agree that refuses/refusal is also understood to mean declines, cancels/cancellations.

2. The parties agree that “cannot be contacted for assignments” is understood to include no answer, hang up, and busy signal.

3. It is understood that the provisions of #1 and #2 above are subject to reasonable grounds as referenced in Article 13.10.

4. Only those Occasional Teachers referenced in the above noted grievances and who have been removed from the Occasional Teacher List shall be provided with an Offer of Reinstatement – Appendix A.
   a. A teacher who accepts the offer to be placed back on the Occasional Teacher List, shall be returned as if he/she had not been removed for all purposes. If an Occasional Teacher has been off the list for over a year Criminal Offence Declaration may be required prior to reinstatement to the List.
   b. Any record of a teacher’s removal from the Occasional Teacher List that resulted in the above noted grievances shall be removed from the teacher’s personnel file and not relied upon for any purpose except as required by law.
c. Without prejudice to previous or any other grievances, and without prejudice to any other grievances where it is alleged the Board has pierced the Occasional Teacher List cap, teachers opting back on to the list (as per #4) causes the maximum to be pierced or in the event that the max has already been pierced it causes the excess to increase, the Association agrees that this shall not be the basis of any grievance. Rather, the Occasional Teachers opting back on the OT List shall not be counted in determining whether the OT List Cap has been pierced. However, any positions in excess of the OT List Cap will be reduced by attrition.

d. The Board shall provide a copy of the Appendix A responses to the President of the Dufferin-Peel Occasional Teachers.

5. For clarity the parties agree that “20 days” as referenced in Article 13.10 is understood to mean a calendar month.

6. Procedure:
   a. In the event that the Board’s job refusal statistics of an occasional teacher are a concern, the Board shall send the occasional teacher an Article 13.10 notification letter within six weeks from the end of the month in question.
   b. The letter shall state the month when the specified number of refusals has taken place and request that the occasional teacher provide reasonable grounds for the refusals made during that month.
   c. The occasional teacher shall have three weeks from the date of the letter to provide a written response to the Manager of Teacher Personnel. The Board will mail the letter on or as soon as possible after the day it is dated. It is understood the written response from the occasional teacher can be via email or hard copy.
   d. If the Occasional Teacher provides a response as requested, the Board shall consider the occasional teacher’s response to 6 (c) [above] and provide a written response to the occasional teacher within three weeks from the date of the letter from the Occasional Teacher. The OT will mail the letter on or as soon as possible after the day it is dated.
   e. If the teacher does not provide any response, or if the Board determines the response is unsatisfactory, the Occasional Teacher will be deemed to have resigned from the Occasional Teacher List in accordance with Article 13.10
   f. If the rationale of the Occasional teacher is accepted, the Article 13.10 notification letter and corresponding Occasional Teacher response containing the reasonable grounds shall be relied upon exclusively for purposes of administering the Article 13.10 procedure.
   g. The Board’s Article 13.10 notification letter may be mailed to Occasional Teachers during July and August, but do not have to be responded to until September 21st.

7. The Association shall be provided with:
   a. A copy of each Article 13.10 notification letter sent to an OT.
   b. The Article 13.10 monthly report by the end of the following month for each OT that receives a notification letter.

8. Communication of the new procedure to all Occasional Teachers shall be as follows:
   a. The Board shall post a link to the Article 13.10 procedure on the WebTracs home page until March 31, 2011.
b. OECTA shall post the same Article 13.10 procedure on its web site.
c. The Board shall place a notification regarding the Article 13.10 Procedure on the OT's pay stub for the period to March 31, 2011. That notification will inform the OTs that they can request the Article 13.10 Procedure be mailed to them.
d. If an OT does not receive a pay stub between for the period March 31, 2011, and the OT subsequently receives a notification letter, the OT shall not be deemed to have resigned if the OT was unaware of the Article 13.10 Procedure.
e. The Article 13.10 procedure shall take effect March 31, 2011. This memorandum does not suspend the operation of Article 13.10.

9. The grievances listed in the preamble shall be deemed withdrawn upon execution of these minutes.

10. Any dispute between the parties with respect to the administration, application, or interpretation of these Minutes of Settlement may be referred by either party directly to the arbitrator Peter Chauvin for arbitration. It is understood this would include the reinstatement of an OT in accordance with Appendix A.

Signed on this \_th day of March 2011 at Mississauga.

[Signatures]
For the Board
For the Association
APPENDIX A
OFFER OF REINSTATEMENT

Date: __________________________

Name of Teacher: __________________________

Employee Number: __________________________

The Dufferin-Peel Catholic District School Board is offering you an opportunity to be reinstated to the Occasional Teacher List. Please check one of the following, sign, date, and return the form within three (3) weeks.

__ I want to be reinstated to the Occasional Teacher List.

__ I want to be reinstated to the Occasional Teacher List effective ____________, 2011 and no later than September 1, 2011

__ I do not want to be reinstated to the Occasional Teacher List.

____________________________  __________________________, 2011.
Signature of Teacher                Date

This form must be returned within three (3) weeks of the above date to the Manager of Teacher Personnel, Lucie Baptista, in order to be reinstated.

If you have indicated you wish to be reinstated, please complete and return with this form, the attached Profile Sheet and Criminal Offence Declaration form.
IN THE MATTER OF an Arbitration before Arbitrator Barry Stephens regarding the Board's 2011 investigation of electronically enhanced methods to secure occasional teaching assignments.

BETWEEN

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

"The Board"

and

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION
REPRESENTING THE ELEMENTARY AND SECONDARY OCCASIONAL TEACHERS

"The Association"

MINUTES OF SETTLEMENT

WHEREAS the parties wish to resolve all differences between them relating to these grievances; and

WHEREAS the Board and the Association agree to these Minutes of Settlement without prejudice to any position that they might take in any other matter or dispute between the parties;

THE PARTIES AGREE AS FOLLOWS:

1. Effective June 1, 2012, the Board will discontinue the “Available Jobs” (formerly “Shop for Jobs”) feature of its WebTracs system (including telephone searching) for the deployment of occasional teachers. Upon the parties’ execution of these Minutes of Settlement, the Board will post the following communication on the
main page of its WebTracs website: "Effective June 1, 2012, the 'Available Jobs' feature will no longer be available. Telephone call out will remain in effect after that date"

2. Within one week of the date of execution of these Minutes of Settlement, the Board will destroy the letters that it sent to 156 occasional teachers on either June 27, 2011 or July 6, 2011 relating to its investigation into the use of electronically enhanced methods to secure occasional teaching assignments. The Board will not rely on those letters or the facts relating to them for any purpose.

3. The parties agree to cancel the dates scheduled before Arbitrator Stephens for the hearing of this matter and agree that, subject to paragraph 6 below, the arbitration proceeding is concluded and no further hearing dates are necessary.

4. The Association hereby withdraws all grievances relating to the Board's use of "Available Jobs" (formerly "Shop for Jobs") feature of its WebTracs system, including Grievance #8164/10.33, and agrees not to file any further grievances relating to the Board's use of "Available Jobs", including the Board's discontinuance of "Available Jobs" as set out in paragraph 1 above.

5. Letter of Understanding #8 of the parties' Collective Agreement effective from September 1, 2008 to August 31, 2012 is hereby amended to read:

"For the life of the Collective Agreement, September 1, 2008 to August 31, 2012, the Board will facilitate an evening callout period from 6:00 pm to 9:00 pm from Sunday to Thursday in accordance with Article 13.05 plus a morning callout period, (Today's jobs only. Elementary: 6:00 a.m. - 1:00 p.m.; Secondary: 5:30 a.m. - 1:00 p.m.)."

6. In the event the Board concludes that the call out times described in paragraph 5 above are insufficient to allocate available jobs the parties shall attempt to negotiate revised times. In the event they are unable to do so, the issue will be decided by Barry Stephens. The parties shall cooperate to ensure that the issue is dealt with expeditiously.

7. The parties agree that Arbitrator Barry Stephens will remain seized with respect to any issue arising from the implementation or interpretation of these Minutes of Settlement.

AGREED THIS 22nd DAY of May, 2012

For the Association

For the Board
DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
Human Resources Department
Memorandum

TO:          David Dolan - President OECTA Elementary
             Peter MacDonald - President OECTA Secondary
             Jean Smylie - President OECTA Occasional Teachers

FROM:       Nick Milanetti, Superintendent of Human Resources

DATE:       November 8, 2012

RE:          Update re Third Party Adjudication of Short Term Leave and Disability Plan (STLDP)

This is a status update regarding the Board’s implementation of a Third Party Adjudicator for the Short Term Leave and Disability Plan.

In compliance with the Putting Students First Act and the Memorandum of Understanding (MOU) between the Ministry of Education and the Ontario English Catholic Teachers’ Association (OECTA), the Board is in the process of contracting with OTIP/Manulife to provide third party adjudication services for your membership.

The Letter of Intent dated October 1, 2012 between the Board and OTIP/Manulife has been signed. Weekly planning meetings are in progress with the intent to implement the Third Party Adjudication process as quickly as feasible.

Materials are being developed that will outline the process for Third Party Adjudication along with Frequently Asked Questions. We will continue to communicate with you over the next few weeks as more information is available, and we will share these materials with you prior to issuing them to your members.

If you have questions, please do not hesitate to contact me or Therese Fioravanti, General Manager, Human Resources.
IN THE MATTER OF AN ARBITRATION

BETWEEN:

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(HEREINAFTER, "THE ASSOCIATION")

- AND -

THE DUFFERIN PEEL CATHOLIC DISTRICT SCHOOL BOARD
(HEREINAFTER, "THE BOARD")

MINUTES OF SETTLEMENT

Whereas the Association submitted a grievance, 8364 DPO GS, (hereinafter, "the Grievance"), without prejudice to any other matter, the parties hereby agree as follows:

1. The Board shall implement the following procedures with respect to casual occasional teacher access to school washrooms at each of its secondary schools for a period commencing September 1, 2013 to June 30, 2014, (hereinafter, "the Trial Period") or such other period as agreed upon by the parties.

   a. Occasional teachers who are assigned to a secondary school for a casual occasional teacher assignment who wish to obtain a key to the school washrooms shall give to the school secretary or in the event he or she is not present, a designate, an identification document printed from WebTracs (Internal Job Opportunities). Upon presentation of
4. Upon execution of the Minutes of Settlement, the Grievance shall be deemed to be withdrawn. The facts giving rise to the Grievance shall be not relied upon in any other grievance in the future. The Association shall not submit or refer to arbitration a grievance on access to washrooms from the date of execution of these Minutes of Settlement to the expiry of the trial period. For purposes of clarity:

a. Nothing in this paragraph limits paragraphs 1(f) or 5 herein.
b. Following the expiry of the trial period, nothing herein restricts the Association from submitting a grievance on access to washrooms so long as that grievance does not relate to the period preceding or during the trial period. Should the Association do so, such grievance shall be referred to Arbitrator Stout and neither party shall rely for any purpose on the fact of the trial period or these Minutes of Settlement.

5. Arbitrator Stout shall remain seized with respect to any dispute arising between the parties with respect to these Minutes of Settlement.

DATED AT MISSISSAUGA THIS 7TH DAY OF APRIL 2013

FOR THE ASSOCIATION

FOR THE BOARD
Subject: MoU Enhancement - Maternity Leave
From: Dufferin-Peel OTB Unit <dpotbunit@gmail.com>
Date: 5/30/2013 9:50 AM
To: Joe Geiser <Joe.Geiser@dpcdsb.org>
CC: Ihor Baczyński <i.baczynsky@oecta.on.ca>

Joe,

This is to inform you that the Dufferin-Peel Occasional Teachers' Bargaining Unit is electing to implement the 8 week Maternity Leave Benefits.

Jean Smylie
President
IN THE MATTER OF an arbitration pursuant to the *Labour Relations Act, 1995* before Arbitrator Kevin Burkett in respect of the Grievance in Board File No. 13.22 (#10840-DPO-GD)

BETWEEN:

ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION  
“the Association”

- and -

UFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD  
“the Board”

MINUTES OF SETTLEMENT

WHEREAS the parties wish to resolve all differences between them relating to these grievances; and

WHEREAS the Board and the Association agree to these Minutes of Settlement without prejudice to any position that they might take in any other matter or dispute between the parties;

THE PARTIES AGREE AS FOLLOWS:

1. The Association hereby withdraws Grievance #10840-DPO-GD (Board File No.13.22) and the parties agree that its subject matter has been settled.

2. Commencing on September 15, 2013, the Board shall post the OECTA OT Seniority List on its Webtracs website. Such Seniority List shall conform to the requirements of subsection 3(2) of Regulation 274/12. The OECTA-OT Seniority List will thereafter be posted on its Webtracs website on September 15, November 15, February 15, May 15 of each school year.

3. The OECTA OT Seniority List posted on those dates shall reflect the employees’ relative seniority as of those dates, and shall be based on a formula that includes as its final tie-breakers rankings based on last name alphabetical order, followed by first name alphabetical order, followed by middle name alphabetical order.

4. The parties agree that Arbitrator Kevin Burkett will remain seized with respect to any issue arising from the implementation or interpretation of these Minutes of Settlement.
AGREED THIS 31st DAY of MAY, 2013

For the Association

For the Board