

2022 - 2026

AGREEMENT

BETWEEN

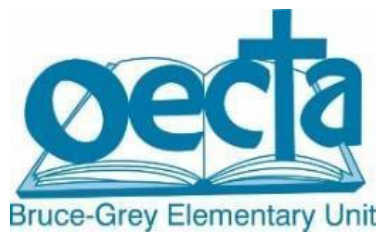
BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD



(Hereinafter called “the Board”)

-and-

BRUCE GREY OECTA ELEMENTARY TEACHERS



(Hereinafter called “the Affiliate”)

SEPTEMBER 1ST, 2022

To

AUGUST 31ST, 2026

Part A - Central Terms

Table of Contents

1	TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT	4
1.1	Term of Agreement.....	4
1.2	Amendment of Terms	4
1.3	Notice to Bargain	4
2	SALARY, WAGES, ALLOWANCES	4
3	SICK LEAVE/SHORT-TERM LEAVE AND DISABILITY PLAN – PERMANENT TEACHERS .	4
3.1	Sick Leave Benefit Plan	4
3.2	Sick Leave Days	4
3.3	Short-Term Leave and Disability Plan (STLDP)	5
3.4	Teacher Pension Plan Implications	5
3.6	Short-Term Leave and Disability Plan Top-Up (STLDPT)	6
3.7	Administration	7
3.8	Long Term Disability (LTD)	8
4	SICK LEAVE/SHORT-TERM DISABILITY PLAN – LONG-TERM OCCASIONAL TEACHERS AND TEACHERS EMPLOYED IN A TERM POSITION	9
4.1	Sick Leave Benefit Plan.....	9
4.2	Sick Leave Days	9
4.3	Short-Term Leave and Disability Plan (STLDP)	9
4.4	Teacher Pension Plan Implications	9
4.5	Eligibility and Allocation	10
4.6	Administration.....	11
4.7	Long Term Disability (LTD)	12
5	RETIREMENT GRATUITIES	13
6	PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT ...	13
6.3	Annual Learning Plan.....	13
7	BENEFITS	14
8	EARNED LEAVE PLAN	16
9	RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS.....	17
10	RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS	18
11	BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)	18
12	RECALL RIGHTS	19
13	WSIB TOP-UP	19
14	PREGNANCY LEAVE SEB PLAN	19
15	STATUTORY LEAVES OF ABSENCE/SEB	20
15.1	Family Medical Leave or Critical Illness Leave	20
	Supplemental Employment Benefits (SEB)	20
16	PAID LEAVES OF ABSENCE	21
17	HIRING PRACTICES	21
18	INFORMATION DISCLOSURE TO OECTA	25
19	ACCESS TO INFORMATION	26
20	CENTRAL DISPUTE RESOLUTION PROCESS.....	26
21	HEALTH AND SAFETY	29
22	CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)	30
23	E-LEARNING.....	31
24	CENTRAL PROVISIONS AND PROCESS FOR ELEMENTARY-PREPARATION AND PLANNING TIME.....	31
	LETTER OF AGREEMENT #1	33
	Re: RETIREMENT GRATUITIES	33
	LETTER OF AGREEMENT #2.....	34
	RE: Health and Safety	34
	LETTER OF AGREEMENT #3	35
	RE: Existing Provisions on Utilization of Sick Leave/STLDP Days	35

LETTER OF AGREEMENT #4.....	36
RE: Acting Administrators	36
LETTER OF AGREEMENT #5.....	39
RE: Benefits.....	39
LETTER OF AGREEMENT #5.....	50
Appendix C – HRIS File	50
LETTER OF AGREEMENT #6	51
RE: Wellness and Attendance Review Committee	51
LETTER OF AGREEMENT #7.....	52
RE: OTBU Amalgamations	52
LETTER OF AGREEMENT #8.....	53
RE: Status Quo Board Imposed Fees/Levies	53
LETTER OF AGREEMENT #9.....	54
RE: Supplementary Employee Benefits – Article 14.....	54
LETTER OF AGREEMENT #10	55
RE: E-Learning	55
LETTER OF AGREEMENT #11	56
RE: Committee to Review Effective Implementation of Changes to Class Size	56
LETTER OF AGREEMENT #12.....	57
RE: E-Learning Implementation Committee.....	57
LETTER OF AGREEMENT #13.....	58
RE: ELHT Benefit Matters	58
LETTER OF AGREEMENT 14	60
RE: The Support for Students Fund	60
LETTER OF AGREEMENT #15	62
RE: Domestic and Sexual Violence.....	62
LETTER OF AGREEMENT #16	63
RE: No Reprisals.....	63
LETTER OF AGREEMENT #17	64
RE: Class Size Local Language	64
LETTER OF AGREEMENT #18.....	65
RE: Early Reading Screening	65
LETTER OF AGREEMENT #19.....	67
RE: Teacher Coordinators and Consultants.....	67
LETTER OF AGREEMENT #20	68
RE: Kindergarten Program	68
LETTER OF AGREEMENT #21.....	69
RE: Sick Leave and Central Terms Adjudication Process Pilot Program.....	69
LETTER OF AGREEMENT #22.....	71
RE: Modes of Delivery	71
LETTER OF AGREEMENT #23.....	72
RE: Secondary Preparation and Planning Time.....	72
LETTER OF AGREEMENT #24.....	74
RE: Provincial Working Group – Health and Safety	74
LETTER OF AGREEMENT #25.....	75
RE: Article 16 – Paid Leaves of Absence, Leave for Indigenous Practice/Days of Significance	75
LETTER OF AGREEMENT #26.....	76
RE: Support for Association Professional Development.....	76
LETTER OF AGREEMENT #27.....	77
RE: Hybrid Learning.....	77
Appendix B.....	78
Medical Certificate	78
Appendix C.....	83

OECTA Membership Fee Remittance.....	83
File Requirements.....	83
Schedule C.....	85
Appendix III	86

1 TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

1.1 Term of Agreement

The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

1.2 Amendment of Terms

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

1.3 Notice to Bargain

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

2 SALARY, WAGES, ALLOWANCES

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

September 1, 2022: 3.00%
 September 1, 2023: 3.00%
 September 1, 2024: 2.75%
 September 1, 2025: 2.50%

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

3.1 Sick Leave Benefit Plan

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

3.2 Sick Leave Days

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

3.3 Short-Term Leave and Disability Plan (STLDP)

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

3.4 Teacher Pension Plan Implications

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

3.5 Eligibility and Allocation

- 3.5.1 The allocations outlined in paragraphs 3.2 and 3.3 above, will be provided on the first day of each school year. In the event that a teacher is absent on the first day of the school year, the allocations outlined in paragraphs 3.2 and 3.3 above will be granted subject to the restrictions outlined in paragraphs 3.5.3 to 3.5.5. If a teacher is absent on the last day of a school year and the first day of the following school year for unrelated reasons, the allocations outlined in paragraphs 3.2 and 3.3 above will be provided on the first day of the school year.
- 3.5.2 Changes to the teacher's employment status during a school year shall result in an adjustment to allocations, as per 3.2 Sick Leave Days and 3.3 Short-Term Leave and Disability Plan.
- 3.5.3 Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year's allocation. A new allocation in accordance with paragraphs 3.2 and 3.3 will not be provided to the teacher until the teacher has submitted medical clearance (consistent with the requirements of paragraph 3.7) confirming that the teacher is able to return to work and a bona fide return to work occurs.
- 3.5.4 A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph 3.7) confirming the teacher is able to return to work and a bona fide return to work occurs, before the teacher will be allocated further leave under this Article in the next school year.

- 3.5.5 A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph 3.7) confirming the teacher is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.
- 3.5.6 WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.7 LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.8 Where a teacher is not receiving benefits from another source, and is working less than their full time equivalency in the course of a graduated return to work as the teacher recovers from an illness or injury, the teacher may use any sick/short-term leave and disability allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

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

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

This top up is calculated as follows:

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

their top-up bank to top up their salary to 100%. For clarity, one day in a top-up bank may be used to top-up ten days of STLD from 90% to 100% of salary.

3.7 Administration

- 3.7.1 A school board may request medical confirmation of illness or injury confirming the dates of absence, the reason therefore (omitting a diagnosis), the teacher's prognosis and any limitations or restrictions. Medical confirmation will be required to be provided by the teacher as determined by the school board for absences of 5 consecutive days or greater. Boards are entitled to make reasonable follow up requests and seek reasonable periodic updates. Requests shall be sent to the teacher who shall be responsible for authorizing their medical practitioner to respond in a timely fashion. The medical confirmation and follow up requests may be required to be provided in the attached form (Appendix B) or on forms as mutually agreed between the school board and the Association, where appropriate. Where a school board requires the completion of the attached form (or other similar form) it shall reimburse the cost up to a maximum of \$45.00, or in accordance with existing practice (i.e. the manner in which it was reimbursed as of August 31, 2014).
- 3.7.2 School boards shall provide to the local unit president(s) a list of all teachers who have been absent for eleven (11) or more consecutive days within a week following the end of each calendar month. This report shall be for the purpose of activating the early intervention program associated with the OECTA LTD plan.
- 3.7.3 Teachers returning to work after an extended medical leave of absence or seeking accommodation will be required to provide medical clearance (consistent with the requirements herein) providing confirmation of fitness to return to work, outlining any limitations or restrictions prior to returning to active employment. A return to work meeting shall occur prior to the teacher returning to active employment. The returning teacher, the unit president (or designate) and Human Resource Supervisory Officer (or designate) shall be notified of and entitled to attend the return to work meeting. The parties agree that return to work meetings are to be scheduled in a timely manner but not more than ten (10) weekdays after receiving medical clearance and any reasonably required follow up to return to active employment. Requests for follow up information shall be made in a timely manner. The timelines may be extended if there are extenuating circumstances, by mutual agreement.
- 3.7.4 In cases where a teacher refuses to reasonably cooperate in the administration of the sick leave and short-term leave and disability plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between OECTA and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

restrictions consistent with their duty to accommodate.

3.8 Long Term Disability (LTD)

- 3.8.1 The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 3.8.2 Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 3.8.3 The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by 3.8.9 below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 3.8.4 All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5 The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6 The school boards shall enroll all teachers, identified in paragraph 3.8.4 above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 3.8.7 The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph 3.8.4 above represented by the Association with LTD Claim kits.
- 3.8.8 The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 3.8.9 The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph 3.8.8 above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10 The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 3.8.11 The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in 3.8.9 above.
- 3.8.12 The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13 School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 3.8.14 School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 3.8.15 School boards will not draw down on reserves, surpluses and/or deposits out of

the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

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

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

4.1 Sick Leave Benefit Plan

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

4.2 Sick Leave Days

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

4.3 Short-Term Leave and Disability Plan (STLDLP)

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

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

4.4 Teacher Pension Plan Implications

4.4.1 Contributions will be made by the employee/plan member on the unpaid

portion of each sick leave day under the STLD, unless directed otherwise in writing by the employee/plan member.

- 4.4.2 The government/employer will be obligated to match these contributions;
- 4.4.3 If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to active employment whether on a part time or graduated basis.
 - 4.4.3.1 If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTD/LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - 4.4.3.2 If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

4.5 Eligibility and Allocation

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

short-term leave and disability plan.

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

4.6 Administration

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

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

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

4.7 Long Term Disability (LTD)

- 4.7.1 The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 4.7.2 Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 4.7.3 The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by 4.7.9 below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 4.7.4 All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 4.7.5 The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 4.7.6 The school boards shall enroll all teachers, identified in paragraph 4.7.4 above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 4.7.7 The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph 4.7.4 above represented by the Association with LTD Claim kits.
- 4.7.8 The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 4.7.9 The Association shall consider requests by the Dufferin-Peel, Huron-Superior, and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph 4.7.8 above, unless otherwise agreed to by those school boards and the respective local units of the Association.
- 4.7.10 The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 4.7.11 The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in 4.7.9 above.
- 4.7.12 The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.
- 4.7.13 School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 4.7.14 School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 4.7.15 School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does

not apply where the school board pays one hundred percent (100%) of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).

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

5 RETIREMENT GRATUITIES

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

6 PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

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

6.2 "Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement." *Growing Success: Assessment, Evaluation, and Reporting in Ontario Schools*, First Edition, 2010.

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

Diagnostic Assessment

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

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

6.3 Annual Learning Plan

6.3.1 The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. Experienced teachers must complete/update their ALP in accordance with Ministry and regulatory requirements. The ALP is teacher-authored and directed and is developed in a consultative and collaborative manner with the principal, or designate.

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

7 BENEFITS

7.1 Funding

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

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

September 1, 2022: 1%
 September 1, 2023: 1%
 September 1, 2024: 1%
 September 1, 2025: 1%

7.2 INFORMATION TO BE PROVIDED TO BENEFIT PLAN ADMINISTRATOR

7.2.1 Each school board shall provide to the plan administrator, information necessary to enroll members and process changes in members' status, as determined by the plan administrator acting reasonably, including but not limited to all new hires. Said information shall be provided via Board HRIS files, in accordance with the schedule(s) to be determined by the plan administrator acting reasonably, as part of the school board's HRIS file following the school board becoming aware of the hire or change in the member's status. School boards shall provide future dated status changes, once notified to do so by the plan administrator.

7.2.2 Upon written request from the plan administrator acting reasonably, each school board shall provide information required to correct or clarify information previously provided by the school board. Correcting and clarifying information shall be provided within seven (7) business days of receiving the written request, recognizing that an unusual circumstance may arise which results in a school board submitting the information late.

7.2.3 Each school board shall deduct from the wages of participating members identified by the plan administrator, the amount of employee contributions that the member is required to make, in accordance with a payroll file provided by the plan administrator, and shall remit said contributions to the plan administrator, on or before the first business day of each month.

7.2.4 The parties agree to form a committee to discuss and address data issues and other issues of concern to OECTA, school boards, the ELHT and the Association in respect of benefits. The committee will include representation from the central parties, school board staff, and the plan administrator. Representatives from applicable HRIS vendors will also be requested to attend when appropriate.

7.3 Information to be Provided to the Association (FEE FILES)

- 7.3.1 On the 1st business day of each month, school boards shall provide to the Association all information identified on Appendix C. The information shall be provided in a single file, where possible.
- 7.3.2 In addition to the information described in 7.3.1, school boards shall provide a remittance file with each month's data file on the first business day of the month. The monthly remittance file shall include the same information and shall be in the same form and format as attached hereto at Schedule C of Part A of the collective agreement.
- 7.3.3 The Association shall ensure that appropriate privacy safeguards are adopted to adequately protect any personal information provided via Appendix C.
- 7.3.4 By September 30th of each year, OCSTA shall provide a list of school board contacts, including the name and email address of the person responsible for the monthly fee file, and the name of the supervisory officer for whom the matter falls within their portfolio of responsibilities. OECTA shall provide the name and email address of the person responsible for receiving and addressing any issues arising from the fee files. Should there be a change in personnel at any school board, or OECTA, as to the individuals identified, the party shall advise the other party at its first opportunity and provide the contact information of the new person involved.
- 7.3.5 In the event that a school board submits a fee file which fails to comply with articles 7.3.1 and 7.3.2, OECTA shall advise the school board contact(s) of the issues/errors with the file. The school board shall correct the file and resubmit it to OECTA within 5 business days of having been contacted by OECTA.
- 7.3.6 In the event that a school board does not provide the corrected file in accordance with article 7.3.5, OECTA shall inform OCSTA. OCSTA and OECTA agree to cooperate in having the matter heard expeditiously by Arbitrator Goodfellow.
- 7.3.7 For the purposes of section 7.3(b) of the OECTA ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OECTA will reimburse the school board for benefits contributions made by a school board to the OECTA ELHT during a period of strike or lock-out resulting in OECTA teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OECTA FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for OECTA teachers at the school board.

8 EARNED LEAVE PLAN

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

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

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

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

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

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

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

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

8.4.12 Leave days shall not be subject to calendar restrictions.

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

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

9 RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

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

9.2 Occasional teachers may request an unpaid leave of absence to work at another District School Board in Ontario. Leaves may be granted by the school board, subject to management discretion, in increments of half-year (semester/term) or full-year, as requested by the teacher, but shall not exceed twelve (12) months. Requests for such leave shall be made prior to August 1 for leaves effective at the beginning of the next school year and November 1 for leaves effective at the beginning of semester/term 2. Requests for such leave shall not be unreasonably withheld.

9.3 It is understood that these dates (as identified in 9.1 and 9.2 above) may be altered by mutual agreement of the school board and the Association.

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

10 RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS

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

11 BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)

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

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

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

12 RECALL RIGHTS

12.1 The parties agree that Local boards will increase the length of time contained in their local collective agreements providing rights to recall by an additional two (2) years.

12.2 For any board collective agreement that does not provide recall rights, that board shall provide for rights of recall for a period of two (2) years.

12.3 By mutual agreement, local parties may negotiate changes to any aspects of recall rights other than the duration of an employee's recall rights.

13 WSIB TOP-UP

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

14 PREGNANCY LEAVE SEB PLAN

14.1 Teachers eligible for Employment Insurance while on pregnancy leave shall receive 100% of salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child. This amount shall be received without deduction from sick leave or short term disability coverage. The amount paid by the school board for the eight (8) week period shall be equal to the teacher's annual salary divided by the number of school days in a school year (194 days), less the amount the teacher receives from Employment Insurance.

14.2 Teachers not eligible for Employment Insurance while on pregnancy leave will receive 100% of salary from the employer for a total of not less than eight (8) weeks, with no deduction from sick leave or short term disability coverage. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time. When the birth of the teacher's child occurs in a non-work period, she will nevertheless be provided with payment for the 2 week waiting period as part of the eight (8) week SEB.

14.3 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and short term disability coverage through the school board's normal

adjudication process.

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

15 STATUTORY LEAVES OF ABSENCE/SEB

15.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- 15.1.7** The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- 15.1.8** Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- 15.1.9** SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 15.1.10** The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

16 PAID LEAVES OF ABSENCE

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

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

17 HIRING PRACTICES

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

The application, interview, and hiring of individuals will be based on qualifications (and seniority as outlined below) and will be conducted in a fair and transparent manner.

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

17.1 Seniority

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

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

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

17.2.2 For the purpose of establishing the order of the Roster, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be broken, at the time of hire, according to the following criteria and in the following order, based on the greater experience accrued as at their most recent date of hire to the Occasional Teacher Bargaining Unit:

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

17.2.2.2 Teaching experience as a certified teacher in Ontario;

17.2.2.3 Teaching experience as a certified teacher in Canada;

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

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

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

the maximum number allowed by the local collective agreement.

17.3 The Appointment of Occasional Teachers in Long Term Assignments:

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

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

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

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

17.3.2.2 The school board shall identify the three (3) most senior applicants to the LTO assignment posting who are available for the assignment and hold the required qualifications for the assignment, in accordance with articles 17.5.2 and 17.10 below. An Occasional Teacher shall be considered available for the assignment if said teacher has not already been assigned to another LTO position during the term of the LTO assignment being filled in accordance with this process. Each of the three (3) most senior applicants shall be contacted and asked to confirm that they wish to be considered for the position. If any of the three (3) applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three (3) applicants are considered. No further changes shall be made to the list of applicants to be considered for the assignment.

17.3.2.3 The school board shall select the successful applicant from the applicants identified in 17.3.2.2. In doing so, the school board shall access and consider the information contained in the Occasional Teacher's portfolio. Should less than three (3) qualified applicants apply to the LTO assignment posting, the school board shall select the successful applicant from the qualified applicants;

17.3.2.4 If no qualified occasional teachers apply to the LTO assignment posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher, in accordance with articles 17.5.2 and 17.10 below, who is not on the Roster, to fill this assignment.

17.4 Occasional Teacher Evaluations

17.4.1 All occasional teachers completing an LTO assignment of a minimum of four (4) months in duration shall receive an evaluation using the templated process that has been mutually agreed to by the school board and OECTA. Should the occasional teacher receive an unsatisfactory evaluation, an evaluation shall occur during the next LTO assignment of at least two (2) months duration. Should the occasional teacher receive a satisfactory evaluation at any time, further

evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.

17.4.2 Where an occasional teacher receives an unsatisfactory evaluation, the school board shall arrange for a meeting with the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher shall be debriefed, and provided with a written improvement plan. The improvement plan shall identify recommendations to address any areas of improvement identified in the evaluation. The recommendations and the timelines for completion of the recommendations shall be reasonable and accessible.

17.4.3 Occasional teachers who receive an unsatisfactory evaluation shall be required to complete the recommendations found in the improvement plan within the timelines identified. Said occasional teachers shall remain eligible to apply and be considered for other LTO assignments provided that the occasional teacher is able to demonstrate that they are actively working to complete the recommendations.

17.4.4 Should the occasional teacher receive a second evaluation during the completion of a subsequent LTO assignment and should that evaluation result in an unsatisfactory rating, the school board shall arrange for a meeting involving a supervisory officer, the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the evaluation, or as mutually agreed to by the school board and the local unit president or designate. The occasional teacher will be debriefed and provided with a written improvement plan and a timeline for completion, in accordance with 17.4.2. It is understood that the teacher will not be eligible to apply for any subsequent LTO assignments until the improvement plan has been successfully completed.

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

17.5 Postings for LTO Assignments and Permanent Positions

17.5.1 In addition to any requirements as outlined in the local terms of the collective agreement, each posting shall identify the posting number, the school, division(s) or grade(s) and, as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates.

17.5.2 For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required.

17.5.3 If one of the subjects identified in the posting is a restricted subject, as identified in Regulation 298, the restricted subject shall be identified as one of the two subjects as per 17.5.2, and the applicant must hold the qualification for the restricted subject.

17.5.4 All postings shall identify that the end date is subject to change, as applicable.

17.6 The Hiring of Occasional Teachers to 50% of Permanent Teaching Positions (Seniority as a Factor)

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

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a minimum of fifty percent (50%) of all vacant permanent teaching positions within the bargaining unit, including a minimum of fifty percent (50%) of all full-time (1.0FTE), posted for each school year, in accordance with the following procedure:

- 17.6.1** Occasional Teachers who have completed a minimum of one (1) LTO assignment that was a minimum of four (4) months in duration, and, in accordance with 17.4.1, whose last evaluation resulted in a satisfactory rating, shall be eligible to apply for any posted permanent teaching positions;
- 17.6.2** All vacant permanent teaching positions shall be posted on the school board's website available to all the school board's occasional teachers on the school board's Roster for at least three (3) weekdays, in accordance with article 17.5.
- 17.6.3** Subject to article 17.7 the school board shall identify the three (3) most senior applicants to the position who hold the required qualifications for the position, in accordance with articles 17.5.2 and 17.10, to be interviewed for the position. Prior to interviewing any of the three applicants, the applicants shall be contacted and asked to confirm that they wish to be interviewed for the position. If any of the three applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three applicants are interviewed. No further changes shall be made to the list of applicants to be considered for the position. Each of the identified applicants shall then be interviewed.
- 17.6.4** Following the interviews, the school board shall select the successful applicant from the applicants identified in 17.6.3. Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.
- 17.6.5** If no qualified occasional teachers apply to the vacant permanent teaching position posting or if all qualified applicants decline the position, the school board may:
 - 17.6.5.1** hire an external qualified teacher who is not on the Roster to fill this position;
 - or
 - 17.6.5.2** offer the position to a qualified teacher on the Roster who does not meet the eligibility criteria identified in 17.6.1.
- 17.6.6** School boards shall inform the local bargaining unit of each position filled in accordance with 17.6.5.1. and each position filled in accordance with 17.6.5.2.

17.7 The Hiring of Occasional Teachers to 50% of Permanent Teaching Positions

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

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a maximum of fifty percent (50%) of all vacant permanent teaching positions, including a maximum of fifty percent (50%) of all full-time (1.0 FTE), posted for each school year, from applicants from the Roster, in accordance with the following procedure:

- 17.7.1 The school board shall post the vacant positions consistent with article 17.5 and, subsequent to interviewing a minimum of three (3) applicants who hold the required qualifications for the position, in accordance with articles 17.5.2. and 17.10, shall select the successful applicant for the permanent position.
- 17.7.2 Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.
- 17.7.3 In addition to the applicants from the Roster, a school board may choose, as one of the applicants to be interviewed, a teacher employed as a permanent teacher elsewhere in the province who has applied to the posting. Should the school board hire that teacher, the school board shall provide the name of the former employing District School Board to the local unit president, in addition to all other information that the school board is required to provide.
- 17.7.4 School boards shall ensure that at no time during a school year does the number of vacant permanent teaching positions filled in accordance with the provisions of 17.7 exceed fifty percent (50%) of the total number of vacant permanent teaching positions or fifty percent (50%) of all full-time (1.0 FTE) vacant permanent teaching assignments filled during the school year. Notwithstanding the above, the school board and the Association, by mutual agreement, may waive this requirement.
- 17.8** Under either of the processes outlined in 17.6 or 17.7, following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed by a member of the interview team who will provide recommendations, in writing, that shall be made to help enhance professional growth that may lead to a successful application in the future. The school board shall arrange for the meeting involving the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the interview, or as mutually agreed to by the school board and the local unit president or designate.
- 17.9** It is understood that all teachers hired under article 17.6 and 17.7 are subject to the surplus and redundancy provisions of the collective agreement.
- 17.10 Additional Qualifications for Specialized Assignments/Positions**
 OCSTA and the Association recognize that in addition to the required qualifications for both LTO assignments and permanent positions as defined in article 17.5.2, the following positions shall include the additional requirements listed below:
- i. Special Education Self-Contained Classes – at least 2 years in accumulated experience as a Special Education Resource Teacher, or hold a Special Education Specialist qualification.
 - ii. French Immersion Assignments/Positions – applicants may be required to demonstrate their French fluency. It is understood that this is not a requirement for core French assignments/positions. Teachers with an FSL Specialist qualification or a DELF qualification shall be exempt from this requirement.

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

18 INFORMATION DISCLOSURE TO OECTA

- 18.1** The Board shall provide to OECTA on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:
- 18.1.1** The absent teacher's name, assignment and school;
 - 18.1.2** The start date of the assignment and the duration;

- 18.1.3** The name of the occasional teacher or individual filling the absence;
- 18.1.4** The date/time the job was posted;
- 18.1.5** The date/time the job was filled;
- 18.1.6** The name of any certified teacher not on the Roster, employed to fill a teacher absence.

18.2 The Board shall provide to OECTA, on a semi-annual basis:

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

18.3 The Board shall provide to OECTA:

- 18.3.1** The current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.

18.4 For each LTO and permanent position, the Board shall provide the following information to OECTA:

- 18.4.1** The job posting at the time the posting is circulated in the system and/or is posted externally. The posting shall identify the posting number, the school, division(s) or grade(s) and as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates;
- 18.4.2** The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- 18.4.3** For permanent positions, the list of interviewees, including the name of the permanent teacher employed elsewhere, within three (3) weekdays of the closing of the posting;
- 18.4.4** For LTO positions, the list of the three (3) most senior applicants who are qualified and available, as per article 17.3.2.2, within three (3) weekdays of the closing of the posting;
- 18.4.5** The name of the successful candidate within three (3) weekdays of the successful applicant being selected and whether it was filled in accordance with 17.6 or 17.7.

18.5 In boards where the above information in 18.1 through 18.4 is provided more expeditiously, boards shall continue to do so.

19 ACCESS TO INFORMATION

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

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

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

20 CENTRAL DISPUTE RESOLUTION PROCESS

20.1 The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement.

20.2 Prior to implementing the grievance procedure outlined below, the parties shall attempt to resolve any matters that arise as follows:

20.2.1 The party identifying the matter shall advise the other party of the matter to be addressed.

20.2.2 Two representatives of OCSTA and two representatives of the Association shall meet (either virtually or in person, at the mutual agreement of the parties) to address the matter within ten (10) working days of the matter being raised.

20.2.3 The parties shall attempt to resolve the matter without having to implement the grievance procedure outlined below.

20.2.4 Should either of the parties determine that the matter is unable to be resolved through the discussions, the matter may move to the grievance procedure as outlined below.

20.3 Within ten (10) working days of the conclusion of the discussions under 20.2 above, a party may provide notice of the dispute in the form of a grievance letter to the Dispute Resolution Committee (DRC), in which case the following process will apply:

20.3.1 The Dispute Resolution Committee shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

20.3.2 The grievance letter shall identify:

- i)** any article(s) of the central terms that are alleged to have been breached;
- ii)** any alleged violation of an applicable statute, regulation, policy, guideline, or directive;
- iii)** the party(s) alleged to have made the breach (the school board(s), OCSTA, or OECTA);
- iv)** a statement of any relevant facts;
- v)** the remedy sought.

20.3.3 The DRC shall meet within ten (10) working days of receiving the grievance letter. The meeting may be held in person, virtually, or in any other manner agreeable to the representatives of the DRC.

20.3.4 The DRC will review and discuss the grievance letter received. Any positions taken during the course of the DRC process are without prejudice.

20.3.5 Within five (5) working days of Minutes of Settlement being reached between the parties and agreed to by the Crown, it shall be circulated to all the Association local units and English language Catholic district school boards, unless the parties agree otherwise.

20.4 OCSTA and/or the Association may, within ten (10) working days following the DRC meeting, refer any difference arising from the interpretation, application or administration of any central term of the collective agreement to final and binding arbitration. In this case, the parties shall identify the arbitrator to be assigned to the matter, using the following process:

20.4.1 Within 10 working days of the ratification of the Memorandum of Settlement of Central Terms, OCSTA and the Association shall agree on a list of four (4) arbitrators who agree to participate and who are able to provide the parties

with a list of available dates in accordance with article 20.4.2 that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable, the parties shall agree to a replacement(s) in order to maintain a complement of four (4) arbitrators. The replacement of an arbitrator(s) who has become unavailable shall occur within twenty (20) working days of any vacancy on the list.

- 20.4.2** Within 20 working days of the ratification of the Memorandum of Central Terms, the parties shall agree on two (2) prearranged days for each arbitrator for each year of the term of the collective agreement. For each school year thereafter, the parties shall agree on two prearranged days for each arbitrator not later than eighteen (18) calendar months prior to the start of the school year.
- 20.4.3** Should an arbitrator be unable to provide two prearranged days agreed to by the parties for any of those school years, the parties shall agree to a replacement arbitrator who is able to provide two prearranged dates agreed to by the parties.
- 20.4.4** Should the parties determine that a matter requires more than the two prearranged days in that school year, the parties shall seek additional days from the arbitrator and agree to make every reasonable effort to be available for said additional days.
- 20.4.5** The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.
- 20.4.6** The first arbitration date shall not be less than thirty (30) working days out from the date of the DRC meeting. Hearings may be held in person, virtually, or in any other manner agreeable to the parties.
- 20.4.7** The parties shall be responsible for notifying their respective constituents.
- 20.5** Within five (5) working days of the receipt of written notification pursuant to paragraph 20.4, the Crown shall advise the parties in writing of its intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.
- 20.6** Within thirty (30) calendar days of the completion of the hearing, the arbitrator shall render a decision.
- 20.7** The arbitrator shall have all of the powers provided to arbitrators under the Ontario Labour Relations Act and under subsection 43(5) of the School Boards Collective Bargaining Act, 2014.
- 20.8** It is understood that a hearing may take place after regular business hours, by mutual agreement of the parties, in order to expedite resolution of the matter.
- 20.9** Within five (5) working days of the decision being rendered it shall be circulated to all the Association local units and English language Catholic district school boards, unless the parties agree otherwise.
- 20.10** The arbitral costs of resolving any dispute shall be shared equally between OCSTA

and the Association. The Crown shall be responsible for its own costs.

- 20.11** Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- 20.12** All timelines set out in this article may be abridged or extended by mutual consent of the central parties.
- 20.13** For the purposes of the Central Dispute Resolution Process only, a working day shall mean Monday to Friday, fifty-two (52) weeks of the year, exclusive of statutory holidays.

21 HEALTH AND SAFETY

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

21.4 The Online Reporting Tool

- 21.4.1** Effective September 1, 2019, each school board shall ensure that the online reporting tool used by teachers is functioning and is fully compliant with the system specifications as outlined in memorandum 2018:SB06. Teachers will be provided with information and training on using the online reporting tool.

21.5 Ability to Summon Immediate Assistance

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

21.6 The Joint Health and Safety Committee (the JHSC)

- 21.6.1** Each June, the worker and employer co-chairs shall set the schedule of JHSC meetings for the next school year. Meeting dates and times shall be mutually agreed to by the co-chairs. The schedule of meeting dates shall be shared with all members of the JHSC prior to the end of June.
- 21.6.2** The agenda for each JHSC meeting shall include, as a standing item, workplace violence.
- 21.6.3** Information provided to the JHSC via the school board's online reporting tool shall replace the person's name with a unique identifier, as agreed to by OCSTA and the Association, that allows the JHSC to track multiple violent incidences involving the same person, regardless of the school enrolment location.
- 21.6.4** The JHSC shall make a consensus recommendation to the school board with respect to parameters for training to be provided to JHSC worker representatives. The school board shall select the service provider(s) based on the recommended parameters, subject to compliance with applicable procurement policies and rules.

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

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

22 CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)

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

22.2 Increases in FTE Status

A part-time teacher seeking to increase their assignment to full-time for the following school year shall, by no later than February 28, notify the Board in writing in accordance with the procedures of the Board. Subsequent to any local transfer and placement procedures but prior to offering permanent vacancies to occasional teachers or to external hires, the Board shall first offer permanent vacancies to qualified part-time teachers who have indicated an interest in a full-time assignment in accordance with this article. A part-time teacher moving to a full-time assignment may select, by seniority, from available openings for which they are qualified as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) consistent with the practices, needs and schedules of the

Board and its schools. Approval of the teacher selection shall not be unreasonably denied. Any concerns may be raised at the joint board level staffing committee.

22.3 Decreases in FTE Status

Full-Time to Part-Time:

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

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

23 E-LEARNING

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

24 CENTRAL PROVISIONS AND PROCESS FOR ELEMENTARY-PREPARATION AND PLANNING TIME

- 24.1** Each full-time teacher shall be provided with two hundred forty (240) minutes per week for the purpose of preparation and planning time scheduled within the three hundred (300) minute instructional program. Where part B provides for greater than 240 minutes, those provisions shall remain in effect.
- 24.2** Part-time teachers shall be subject to article 24.1 above on a prorated basis.
- 24.3** For purposes of this article 24, preparation and planning time not provided in accordance with articles 24.1 and 24.2 is deemed to be "missed preparation and planning time."
- 24.4** When preparation and planning time is missed, the Parties agree that the most preferable outcome is the timely rescheduling of missed preparation and planning time within the three hundred (300) minute instructional program.
- 24.5** The following is not eligible for banking or payout:
 - 24.5.1** Activities for which the teacher volunteered to participate (including but not limited to participating in extra-curricular activities, educational excursions, and professional development).
 - 24.5.2** Preparation and planning time provided on days when not scheduled to be in class (professional development and training where an OT has been provided, professional activity days, school closures, and holidays).

- 24.6** Teachers shall report any missed preparation and planning time to the school principal, or designate, at the end of each week via email or other electronic means as agreed to by the school board and the Association, identifying the date and the number of minutes of missed preparation and planning time. The school principal, or designate, shall respond electronically by the end of the week confirming receipt. The principal or designate will create a monthly report of the missed preparation and planning time.
- 24.7** A school board shall have five (5) months (excluding July and August) from the date of the monthly report as per 24.6 to reschedule the missed preparation and planning time.
- 24.8** Should any missed preparation and planning time not be rescheduled within the timeframe in 24. 7, the school board shall pay out the missed time, in accordance with the formula in article 24.10.
- 24.9** Missed preparation and planning time that is not rescheduled shall be paid on the first available payroll run on or following July 15 and February 15.
- 24.10** The payout shall be determined by the following formula:
- a) Total number of missed minutes divided by 300 (calculated to two decimal places).
 - b) Paragraph 24.10(a) will be multiplied by the following amount:
 - i. Effective as of October 7, 2024: \$271.32
 - ii. Effective as of September 1, 2025: \$278.10
- 24.11** Implementation guidelines will be developed locally in consultation with the Association.
- 24.12** Not later than February 15 and July 15 of each year, school boards shall provide the local bargaining unit(s) with an Excel spreadsheet identifying each payout of missed preparation and planning time, including the name of each teacher who received the payout, the number of minutes paid out, and the calculation of the amount.
- 24.13** Except to the extent of any conflict or inconsistency with this article, local terms or practices pertaining to preparation and planning time shall remain in effect.

LETTER OF AGREEMENT #1**Re: RETIREMENT GRATUITIES**Retirement Gratuity

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

Non-Vested Retirement Gratuity for Teachers

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

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

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

Y = accumulated sick days (as of August 31,

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Health and Safety

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

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Acting Administrators

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

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

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

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

1. Representation

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

such teachers under the ***Labour Relations Act, 1995*** or the common law and any such admission is expressly denied.

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

Arbitration of Differences

3. Any difference arising between a Catholic school board and the Association with respect to the interpretation, application or administration of provisions of the collective agreement with respect to Members in Acting Administrator positions may be referred by either the board or the Association to the grievance process or to binding arbitration pursuant to the provisions of Part B of the applicable collective agreement.
4. The parties to any such arbitration shall be the Association and the school board. For clarity, it is understood that the Association shall have carriage rights over the grievance and Members in Acting Administrator positions shall have no individual right

to grieve or arbitrate any difference described in paragraphs 3 or 7 of this Letter of Understanding.

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

LETTER OF AGREEMENT #5**BETWEEN****The Ontario Catholic School Trustees' Association****(hereinafter called 'OCSTA')****and -****The Ontario English Catholic Teachers' Association****(hereinafter called the 'OECTA' or the "Association")****and -****The Crown****RE: Benefits**

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

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

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

1. PRINCIPLES

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

2. GOVERNANCE

2.1 Board of Trustees

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

The Additional Trustees shall have no conflict of interest in their role as advisor to the Trust, and shall not be employed by the Trust, the shared services office supporting the Trust, a teacher association, a school board or the Government of Ontario or retained by the Trust.
- 2.1.3** All voting requires a simple majority to carry a motion.

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

3. ELIGIBILITY AND COVERAGE

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

4. FUNDING

4.1 Negotiated Funding Amount, Board Contributions

4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 By December 31, 2015, the Board will calculate the annual amount of a.i) divided by a.ii) which will form the base funding amount for the Trust;

a.

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

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

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

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

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

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
 - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.
- 4.1.5** All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.
- On any material matter relating to sections 4.1.2 a. and 4.1.4, OECTA or OCSTA can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.
- 4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.

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

4.2 Start-Up Costs

- 4.2.1** The Crown shall provide:
 - a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
 - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.
- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if

required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.

4.2.4

In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

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

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- e. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

4.2.5 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

4.3 Interim Benefits Coverage

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

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

5. SHARED SERVICES

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

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

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

5.2 **Trustees**

5.2.1 The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:

- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
- b. The annual reports of the auditors and actuaries.
- c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
- d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding Policy;
- j. The Investment Policy and changes to the Investment Policy;
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

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

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

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

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

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

The Funding Policy shall require that the Trustees and the Additional Trustees take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If

the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

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

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

6. ACCOUNTABILITY

6.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

6.2 Copies of the audited financial statements and actuarial evaluation report requested in section 6.1 above, will be shared with OECTA, OCSTA and the Crown.

7. TRANSITION COMMITTEE

7.1 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 2016 to address all matters that may arise in the creation of the Trust.

8. ENROLMENT

8.1 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within 5 days from their acceptance of employment.

8.2 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix C.

8.3 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

8.4 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

8.5 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9. Errors and Omissions

9.1 Board errors and retroactive adjustments shall be the responsibility of the Board.

9.2 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

9.3 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

9.4 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.

10. Claims Support

10.1 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

10.2 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11. Privacy

11.1 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

12. PAYMENTS

12.1 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

LETTER OF AGREEMENT #5
Appendix C – HRIS File

Each Board may choose to provide to the Trustees of the OECTA ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the OECTA ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and
- h. member life benefit coverage information.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Wellness and Attendance Review Committee

The parties shall establish a joint committee.

The Committee shall be comprised of equal numbers of representatives of each of the parties. Representatives of the Crown may also attend as observers.

The Committee will meet at least once in October, December, February, and April, in each school year, as agreed to by the parties.

At each meeting the Committee shall receive and review attendance information and make recommendations, on a consensus basis, based on the committee's mandate. All data shared shall be aggregated to protect privacy.

The committee's mandate shall be to:

- Discuss and determine the nature and frequency of communications to their respective parties and their constituent members.
- Explore strategies to promote wellness, improve attendance and sick/short term leave utilization rates, including, discussion regarding supports to assist teachers to remain at work.
- Communicate to teachers their rights and obligations with respect to attendance and to communicate to school boards the importance of returning teachers to work in a timely manner.
- Monitor trends in absenteeism in general and determine and collect the relevant data to inform the committee's work.
- Identify causes of sick leave usage and absenteeism and barriers to attendance or timely return to work.
- Explore and research leading practices, (including goals and targets) and assess the effectiveness of wellness and attendance-improvement initiatives including return to/remain at work practices.
- Other items as agreed.

OECTA agrees to inform its membership in writing on a semi-annual basis with respect to ongoing absenteeism data and trends, and wellness promotion initiatives. OCSTA agrees to inform its membership in writing on a semi-annual basis with respect to leading practices in supporting timely return to/remain at work initiatives.

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: OTBU Amalgamations

Having regard that the consolidation of bargaining units and consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations.

The Ontario Catholic School Trustees' Association (OCSTA), and every English-language separate district school board, shall agree to allow the occasional teacher bargaining unit within each separate district school board for which OECTA is the bargaining agent, to be combined with the permanent teacher bargaining unit(s).

For greater clarity, ratification of Central Terms by OCSTA by majority vote of school boards represented by it, in accordance with the School Boards Collective Bargaining Act, shall be deemed to constitute agreement to such combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Status Quo Board Imposed Fees/Levies

The parties agree that for the term of this collective agreement, including any applicable statutory freeze period, any fee/levy imposed by a Catholic school board and charged to Catholic teachers shall remain status quo to those that were being charged as at August 31, 2019. No new fee/levy, including a new parking fee/levy, not already in place as of August 31, 2019, shall be imposed by a school board, an agent of the school board, or any third party contracted by a school board. For clarity, this LOA does not apply to fees/levies that are imposed by entities other than school boards but that may be collected by school boards on behalf of such entities.

LETTER OF AGREEMENT #9**BETWEEN**

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

AND

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

RE: Supplementary Employee Benefits – Article 14

The Parties and the Crown agree that the issue of the statutory amendment to the *Employment Insurance Act* resulting in a reduction of the employment insurance waiting period has been addressed at the central table and the intent of existing central terms shall remain status quo. Therefore, as the central terms previously required payment for the two- week waiting period, retroactive to September 1, 2019 the board shall ensure that the funds payable from the board to an eligible teacher for the Pregnancy Leave SEB plan outlined in article 14 of Part A of the collective agreement, shall reflect the full sum that would have been payable prior to the reduction of the waiting period. Boards have flexibility to determine the manner and timing of the funds provided, so long as the total amount payable to the teacher over the period of the leave equates to the sum that would have been payable prior to the reduction of the EI waiting period. Boards are not required to provide a greater amount than would have been payable prior to the reduction of the waiting period even if the eligible teacher opts for a leave that is in excess of 12 months.

The Pregnancy leave SEB plan outlined in Article 14 of Part A of the collective agreement was in place before the day on which section 208 of the Budget Implementation Act, 2016, No. 1 came into force.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OECTA and Catholic District School Boards do not apply, the Crown shall meet and consult with OCSTA and OECTA regarding the proposed alternative delivery model.

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Committee to Review Effective Implementation of Changes to Class Size

OCSTA and OECTA agree to create a committee to undertake a review of secondary class sizes in OCSTA member boards in the 2020-2021 and 2021-2022 school years, ensuing from the increase in average class size from 22:1 to 23:1, with recommendations for improvement.

The Parties will work co-operatively with the goals of ensuring that boards are able to achieve classes consistent with the funded average of 23:1 and maintain broad student choice and pathways, while also seeking a balance in class size considerations.

The Ministry agrees to assist through provision of relevant data and may also attend committee meetings as a resource.

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

OCSTA and OECTA will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: ELHT Benefit Matters

1. Retirees

The Parties and the Crown agree to meet for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the OECTA ELHT via an amendment to the Trust Agreement, based on the following:

- i. Basic plan design is the active member plan design
- ii. School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty nursing) subject to the coverage being available by the carrier. It is not the intent of the parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage.
- iii. Boards can opt out of the ELHT plan for retirees. It is understood that such opt out is irrevocable.
- iv. The plan administrator will advise each school board of the per member premium cost on an annual basis.
- v. Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year.
- vi. Any terminal deficit is the responsibility of all school boards who had members in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment.
- vii. School boards maintain any liability resulting from any issues arising as a result of members being transferred to the ELHT benefits plan for retirees. For clarity, once the transition is completed, the school board is not liable for any subsequent

decisions by the Trust.

- viii. Any school board wanting to move its retirees into a plan administered by the ELHT shall sign a participation agreement.

The Parties and the Crown shall meet within 30 days of ratification of central terms to discuss the amendment to the trust as described above and timelines for the transition.

If by May 30, 2020 the Parties and the Crown are unable to resolve all disputes concerning the amendment to the Trust Agreement and the standard form participation agreement, the Parties and the Crown (as participant) agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

2. Structural Review

The Parties and the Crown also agree to amend the OECTA ELHT Agreement as follows:

- Under section 11.3, the requirement for the OECTA ELHT to complete the Request for Proposal of the Administrative Agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the OECTA ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties and the Crown.

The details on the process of the review and the content of the report shall be discussed between OECTA, OCSTA and the Crown.

3. Board Benefits Surplus

The Parties and the Crown agree that the benefit surplus amounts to be distributed to the OECTA ELHT shall be resolved via the CDR process. The Parties agree to cooperate in having the matter heard expeditiously.

LETTER OF AGREEMENT 14

BETWEEN

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

AND

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

RE: The Support for Students Fund

OECTA and OCSTA agree that subject to school boards receiving funding consistent with the Supports for Students Fund in the 2024-2025 and 2025-2026 school years the following shall apply for the 2024-2025 and 2025-2026 school years:

The "Support for Students Fund" shall be allocated to English-language Roman Catholic school boards to create additional teacher positions to provide school boards with more flexibility to address special education, unique learning needs as well as mental health initiatives and STEM programming, in accordance with the FTE allocations identified in Appendix III, *Supports for Students Fund-OECTA*. The positions created shall not include coordinators, consultants, or studentsuccess teachers. The Joint Staffing Committee (JSC) shall meet to discuss the resulting allocation of these positions.

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2022-2023 and 2023-2024 school staffing levels. Five workingdays prior to the JSC meeting, the board shall provide, to the members of the JSC areas of student need, where it is believed that additional qualified teachers are required to provide student support.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2024-2025 and 2025-2026 school years. The number of positions will be based on Appendix III, *Supports for Students Fund-OECTA*. Appendix III, *Supports for Students Fund-OECTA* shall be made available to boards to be shared with JSCs.

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

The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a staffing/posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board's allocation of the system investment, for the 2023-2024, 2024-2025, and 2025-2026 school years, which shall be limited to:

- School(s)

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

The Board's selection shall be made reasonably and based solely on the objective criteria, listed in the posting.

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

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment with a target date of October 31, 2024 and October 31, 2025 subject to the completion of the local ratification.

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

RE: Domestic and Sexual Violence

The Parties agree that subsequent to the ratification of central terms, a meeting, or series of meetings if required, will be scheduled between representatives of OCSTA and OECTA to discuss the creation of an information pamphlet to be shared with school boards. The pamphlet will address recognizing indicators of domestic violence and the existence of the Employment Standards Act leave provision in respect of Domestic and Sexual Violence. The pamphlet shall be made available to all teachers in the bargaining unit(s) on an annual basis.

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

RE: No Reprisals

OCSTA and OECTA agree that:

There shall be no reprisals for any member participating in OECTA's 2020 strike. No teacher shall suffer discrimination, harassment, or any form of reprisal by the employer brought about as a result of action taken during OECTA's 2020 strike.

- A strike day shall not be construed as an interruption of either the calculation of consecutive days for the purposes of determining whether an occasional teaching assignment is a long term occasional assignment, or the interruption of a long term occasional assignment.
- Teachers in receipt of extended sick leave or STLDP pay prior to the commencement of a strike day and who remained unfit to work during such strike, shall receive sick leave or STLDP pay, consistent with the eligibility requirements of Part A, Article 3 or 4 including medical confirmation where appropriate.
- Where a teacher had scheduled and been approved for a paid leave of absence in advance of strike day notice being provided, the teacher will be provided with payment for the paid leave and the leave shall be recorded as having been taken.

Where the above actions resolve any outstanding matters raised by grievances, those grievances shall be withdrawn. OCSTA shall bring to the attention of OECTA any grievance that remains active for which it believes the matter has been resolved.

LETTER OF AGREEMENT #17

BETWEEN

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

AND

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

AND

The Crown

RE: Class Size Local Language

Average Secondary Class Size

The Parties agree that local agreement class size provisions are to be amended to be consistent with the prevailing regulations, including achieving the allowable class sizes in the Regulation. For clarity, if in the future the prevailing regulations provide for a class size average that is lower than the class size averages to be recommended in this Memorandum of Understanding, the local provisions shall be amended to reflect the lower class size average.

E-Learning

The Parties agree that all local collective agreement E-Learning class size provisions are to be amended to be consistent with the prevailing regulations, including achieving the allowable class sizes in regulations made under section 170.1 of the *Education Act*, or other legislated requirements. For clarity, if in the future the prevailing regulations provide for a class size average that is lower than the class size averages for E-Learning to be recommended in this Memorandum of Understanding, the local provisions shall be amended to reflect the lower class size average.

LETTER OF AGREEMENT #18**BETWEEN**

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

AND

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

AND

The Crown

RE: Early Reading Screening

Without prejudice to the Parties' positions or the Crown's position as to whether or not screening assessments, include early reading screening as described in Policy/Program Memorandum 168 ("PPM 168") are subject to the language found in Article 6 - Professional Judgment and Effective Use of Diagnostic Assessment, for the duration of the 2022-2026 collective agreement and any applicable statutory freeze period, the Parties and the Crown agree that subject to school boards receiving funding for teachers noted in Appendix III, the following shall apply:

1. Funding

The Crown shall provide a provincial investment (as noted in Appendix III) in each of the 2024-2025 and 2025-2026 school years for teachers (hereinafter "Specialist Teachers") which shall be used to provide one-on-one or small group support to students in Kindergarten to Grade 3 who would benefit from such interventions. These supports may include providing direct Tier 2 and Tier 3 reading interventions and other supports required by the school or board on reading and literacy-related initiatives.

2. Implementation of provincially mandated Early Reading Screening (ERS)

The Parties agree that mandatory ERS, as directed by the Ministry of Education, shall be implemented by School Boards in accordance with the following:

- a)** School boards shall ensure that all teachers administering the screening tools receive training on the administration of the screening tool.
- b)** For 2024-2025, training will be provided on a PA Day scheduled early in the school year.
- c)** All students in Year 2 of Kindergarten, Grade 1 and Grade 2 shall be screened for early reading using a ministry-approved, evidence-based screening tool. These students are required to be screened twice in a school year, however, for students who met the benchmark in the first screening, the second screening is optional.
- d)** Classroom teachers shall be responsible for screening students in their class by November 15 of each year, as scheduled by the school board. After the first screening, students who are receiving additional support from a Specialist Teacher, and require a second screening, will be screened by the Specialist Teacher.

- e) Additional support from a Specialist Teacher may take a variety of forms including in-class and/or withdrawal.
 - f) For the first screening, and after consultation with the classroom teacher on the lesson plan, Specialist Teachers funded in Appendix III, Table X, will be scheduled by the school board, up to November 15 of each year, to plan and provide literacy and language curriculum instruction to students in Grade 1, Grade 2, and Year 2 of Kindergarten classes while the classroom teacher administers the ERS tool to individual students.
 - g) School Boards will make best efforts to reschedule Specialist Teacher assistance in the event of an absence or other unforeseen circumstances during the administration of the ERS tool by the classroom teacher.
3. The implementation of ERS as contemplated in this Letter of Agreement shall not be subject to a grievance under Article 6 - Professional Judgment and Effective Use of Diagnostic Assessment, of the central collective agreement. For clarity, this Letter of Agreement is subject to the grievance procedure.
4. The Parties and the Crown shall form a committee of equal representation to identify any issues and share best practices arising from ERS implementation. The committee shall provide a summary of its work with the Central Parties and the Crown.

This Letter of Agreement will be in effect for the 2024-2025 and 2025-2026 school years. Conditional upon the continuation of funding specified in paragraph 1, this Letter of Agreement will remain in effect following the expiration of the 2022-2026 collective agreement, until the ratification of the subsequent central agreement. For clarity, if the funding specified in paragraph 1 is not continued beyond the expiration of the 2022 - 2026 collective agreement, this Letter of Agreement shall be deemed to be of no force and effect and the Parties' rights as at September 1, 2026, shall be as if this Letter of Agreement had not been executed.

LETTER OF AGREEMENT #19**BETWEEN**

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

AND

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

AND

The Crown

RE: Teacher Coordinators and Consultants

Where a school board creates a new Central/System Principal position, the position shall have managerial duties and responsibilities which shall not consist of duties regularly assigned to teachers. Management responsibilities include, but are not limited to, supervision, and staff development/training/in-service.

For the purposes of this Letter of Agreement (LOA), staff development/training/in-service is defined as the process through which a school board provides training and in-service activities for its teachers, which are aimed at meeting system-wide and/or school-based objectives but does not include professional development, which is self-directed. This does not restrict a teacher coordinator/consultant from leading staff development/training/in-service.

When a school board intends to create a new Central/System Principal position:

- 1.** It shall notify the Association of the duties and responsibilities of that position prior to the posting of the position;
- 2.** The school board shall maintain the October 31, 2023 full-time equivalent (FTE) complement of teacher consultants and coordinators, where a new Central/System Principal position is created, except where there is a reasonable explanation/basis for a reduction (e.g. funding changes, declining enrollment);
- 3.** If for any reason, a school board reduces the FTE number of consultant and coordinator positions, no additional Central/System Principal position(s) shall be added until the October 31, 2023 FTE is restored.
- 4.** Notwithstanding #3, a school board may create a new Central/System Principal position(s) as a result of:
 - a.** additional funding that is not for teacher positions; or
 - b.** restructuring of non-represented positions.

This Letter of Agreement comes into effect the later of:

- a.** The date the necessary regulatory changes to allow for the creation of Central/System Principals come into force, or
- b.** The date the collective agreement comes into effect.

LETTER OF AGREEMENT #20

BETWEEN

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

AND

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

AND

The Crown

RE: Kindergarten Program

The Ontario Ministry of Education is committed to maintaining full-day kindergarten and the current staffing model for full-day kindergarten, as set out in Ontario Regulation 224/10 (Full Day Junior Kindergarten and Kindergarten), consisting of a teacher and an early childhood educator (ECE) with the exemptions that existed in the 2021-22 school year.

Representatives of the Crown shall recommend to the Lieutenant Governor in Council that the current staffing model for full-day kindergarten of one (1) teacher and one (1) ECE will remain status-quo (subject to exemptions that existed in the 2021-22 school year set out in Ontario Regulation 224/10) for the 2023-24, 2024-25 and 2025-26 school years.

LETTER OF AGREEMENT #21

BETWEEN

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

AND

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

AND

The Crown

RE: Sick Leave and Central Terms Adjudication Process Pilot Program

1. OCSTA and OECTA agree that for the duration of the 2022 - 2026 collective agreement and any applicable statutory freeze period, the following school boards shall participate in this pilot program:
 - a. Dufferin-Peel Catholic District School Board
 - b. Hamilton-Wentworth Catholic District School Board
 - c. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - d. Simcoe-Muskoka Catholic District School Board; and
 - e. Any other Catholic School Board which chooses to participate in the Pilot Project
2. Upon ratification of the Central Terms, OCSTA and OECTA will meet within 30 days to select four arbitrators to adjudicate disputes under the terms of this Letter of Agreement and pilot project.
3. OCSTA and OECTA shall schedule eight dates per school board per year from the list of available dates provided by each arbitrator. By mutual agreement, OCSTA and OECTA may reassign dates between participating school boards. Should other school boards choose to participate in this pilot program, the number of arbitrators and/or dates shall be increased accordingly.
4. Grievances with financial implications for the teacher related to return-to-work and/or sick leave access shall be prioritized.
5. In the event that there are no outstanding grievances pertaining to article 3 or article 4, the process outlined below shall be used to resolve any grievance alleging violation of a central term, as agreed by the local parties.
6. Should one or more arbitrators become unavailable, OCSTA and OECTA shall agree to a replacement(s) in order to maintain the complement of arbitrators. The replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.
7. Where a dispute has occurred with regard to the application of Article 3 or 4 of Part A of the collective agreement arising from or related to medical information not set out in Appendix B of Part A of the collective agreement, or the reasonableness of an accommodation or return to work, the Parties shall:
 - a. Give notice that the adjudication process will be initiated; and
 - b. Meet to discuss within a reasonable time but no later than five (5) workdays, or as mutually agreed.
 - c. At the meeting described in b above, the parties may address the following issues:

-
- i. Whether the medical information provided is sufficient.
 - ii. If such medical information is insufficient, what follow up questions are reasonable in accordance with articles 3 and 4.
 - iii. Whether accommodation opportunities are available.
 - d.** Should the school board and the Association be unable to reach agreement on any of the issues identified in c above, OCSTA and the Association shall schedule the issue(s) with the first available arbitrator, as outlined above. It is understood that a hearing may take place after regular business hours, by mutual agreement of the school board and the Association, in order to expedite resolution of the matter.
 - e.** In hearings held in accordance with c. above, the school board and the Association shall not be represented by legal counsel. The arbitrator will provide a bottom-line decision. The school board and the Association may request reasons, by mutual agreement.
- 8.** OCSTA and the Association shall meet by June 30 of each school year to assess this pilot project.
- 9.** Mediation practices in place at Peterborough Victoria Northumberland and Clarington Catholic District School Board and the Simcoe-Muskoka Catholic District School Board, shall remain status quo unless mutually agreed to by the local Parties.

LETTER OF AGREEMENT #22

BETWEEN

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

AND

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

AND

The Crown

RE: Modes of Delivery

As of the date of this Letter of Understanding, modes of program delivery include the following:

- E-learning
- Hybrid
- In-person
- Remote

The Crown and OCSTA confirm that for the period up to and including August 30, 2026, they will not introduce new modes of program delivery that are inconsistent with the working conditions prescribed by this collective agreement.

LETTER OF AGREEMENT #23**BETWEEN**

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

AND

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

AND

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION (hereinafter called the 'Crown')**

RE: Secondary Preparation and Planning Time

- 1.** Subject to Paragraphs 2, 3, and 4:
 - a.** The regular school year shall consist of two (2) semesters, scheduled consecutively. Each day of a semester shall consist of four (4) seventy-five (75) consecutive minute instructional periods. Where scheduling practices during the 2019-2022 collective agreement provide for these minutes to be non-consecutive, those practices may continue to apply. For example, a portion of these minutes could be before and after lunch.
 - b.** Where scheduling practices during the 2018-2019 school year provided for a different schedule(s), that schedule(s) may continue to apply, subject to the schedule(s) adhering to the provisions of the collective agreement in force during the 2018- 2019 school year.
 - c.** A full-time secondary teacher will be assigned to teach three (3) credit/credit equivalent courses within three (3) of the four (4) consecutive instructional periods per day, exclusive of the teacher's lunch period, for a total of six (6) credits/credit equivalent courses per year.
 - d.** The instructional period, as per 1a and 1c above, for which the secondary teacher is not assigned credit/credit equivalent courses, shall be for the purpose of providing the teacher with preparation and planning time, subject to the Part B collective agreement provisions pertaining to the assignment of supervision and on-calls.
 - e.** Secondary teachers with an assignment of less than 1.0 FTE shall have 1c and 1d prorated accordingly.
- 2.** Where the 2019-2022 Part B collective agreement provisions provide for the delivery of alternative programs, in a manner different from paragraph 1, they shall continue to apply.
- 3.** Where the 2019-2022 Part B collective agreement provisions provide for specialized non-credit positions, in a manner different from paragraph 1, they shall continue to apply.
- 4.** After consultation with the Association, a school board may introduce a new schedule that provides for a schedule different than the schedule described in paragraph 1, provided that the schedule adheres to paragraphs 1c – 1e above, inclusive.
- 5.** After consultation with the Association, a school board may introduce a new program that provides for a model different than the model described in paragraph 1, subject to the following:

-
- i. the program adheres to all other provisions of the collective agreement;
 - ii. the program existed in another Catholic District School Board during the 2018-2019 school year;
 - iii. the decision to introduce the program is finalized prior to the beginning of the staffing/transfer process identified in Part B of the collective agreement;
 - iv. qualified teachers at the school at which the program is established may only be assigned to the program by mutual agreement of the teacher and the school board;
 - v. teachers assigned to the program shall receive the total annual allotment of preparation and planning time minutes as outlined in paragraph 1.

This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT #24

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated November 7, 2018, including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the working group, those practices will be shared with school boards.

LETTER OF AGREEMENT #25

BETWEEN

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

AND

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

AND

The Crown

RE: Article 16 – Paid Leaves of Absence, Leave for Indigenous Practice/Days of Significance

The Parties agree that Article 16, Paid Leaves of Absence has been addressed at the central table and that the number of paid leave days shall remain status quo. Notwithstanding the above, the Parties agree to the following:

1. To the extent local (Part B) collective agreement terms do not expressly allow for it, the parties to local bargaining shall amend local (Part B) collective agreement terms, with respect to paid leaves of absence to allow Indigenous teachers to use existing paid leaves for purposes of:
 - a. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
 - b. Attendance at Indigenous cultural/ceremonial events.
2. For clarity, the leave described under paragraph 1 above shall be provided from existing paid leave days included under clause 16.1 of Part A of the Collective Agreement, where available. Paragraph 1 does not create an entitlement to additional paid leave days.

LETTER OF AGREEMENT #26**BETWEEN**

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

AND

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

AND

The Crown

RE: Support for Association Professional Development

- 1.** Not later than two weeks following the release of decision of the Arbitration Board pursuant to Article 1(ii) of Schedule E, the Association shall advise each school board of the dates of its two annual conferences that are scheduled during the 2024 - 2025 school year and the number of participants attending from each school board. It is understood that each conference is scheduled over two school days. For the 2025 - 2026 school year, the Association shall advise each school board of that information not later than July 15, 2025.
- 2.** By the August 15th before the start of the 2024-2025 and the 2025-2026 school years, each school board shall confirm to the Association that occasional teacher coverage shall be provided to allow the participants to attend. It is understood that some participants may not require an occasional teacher due to their scheduled duties on the date of the conference.
- 3.** The Association shall remit payment to each school board an amount equal to the daily occasional teacher rate in effect at the time of the conference for each participant for whom an occasional teacher was provided within thirty (30) days of receipt of the invoice from the employer.
- 4.** In the event that an occasional teacher scheduled to provide coverage, in accordance with paragraph 2 above, is unavailable or unable to provide coverage, the school board shall do everything reasonable in the circumstances to provide another occasional teacher to allow the teacher to attend the conference. However, if the school board is unable to provide a replacement occasional teacher, the teacher's release time may be rescinded and the rescission of the release time shall not constitute a violation of the collective agreement and no grievance shall be filed in connection with it.
- 5.** For clarity, the release time to attend an annual conference described in paragraph 1 above, is in addition to any entitlement to paid leave days in article 16.1 of Part A of the collective agreement and to any entitlement to paid leave days under Part B of the collective agreement.

LETTER OF AGREEMENT #27

BETWEEN:

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
("OECTA")**

AND

**ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
("OCSTA")**

AND

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION
("Crown")**

RE: Hybrid Learning

For the duration of the collective agreement and any applicable statutory freeze period, hybrid learning shall only be offered where at least one of the following conditions is present:

- a. A student is temporarily precluded from attending their regular conventional classroom for a period of more than 15 consecutive school days in that school year for medical reasons;
- b. As mutually agreed between the school board and the Association. It is understood that agreement shall not be unreasonably withheld.

For clarity, during the statutory freeze period, the Crown is not restricted from directing school boards to implement hybrid learning in a manner that is inconsistent with the above, and OECTA will not commence any legal proceeding alleging a violation of the statutory freeze arising from or relating to this letter of agreement.

Appendix B

This form shall be provided by the medical practitioner to the employee who will then deliver it to the Human Resources Department.

Medical Certificate

Part 1 – Employee - please complete following:

(Employee Name)

The information supplied will be used in a confidential manner and may assist in creating a return to work plan.

I hereby consent to the completion of this form by:

(Treating Medical Practitioner's Name)

☐ Absent from Work

(first date of absence)

☐ Not absent from work but requires accommodations

(Signature of Employee)

(Date)

Part 2 – Medical Practitioner – please complete the following

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

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

2. Is this condition the result of: (check one)

☐ Non-occupational illness/injury

☐ Occupational illness/injury

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

4. Has or will a referral to a specialist been made? ☐ Yes ☐ No

If yes, date of referral: _____
(dd/mm/yyyy)

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

6. Is the patient able to return to work: ☐ with accommodation ☐ without accommodation

Expected date of return: _____
(dd/mm/yyyy)

☐ unable to return to work at this time

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

Part 3 and/or 4 need only be completed for a return to work that requires an accommodation.

Part 5 below is to be completed.

Part 3 – Medical Practitioner – please complete the following:

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

Part 4 - Medical Practitioner – please complete the following:

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

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

PART 5 – Health Care Practitioner Information

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

Appendix C

OECTA Membership Fee Remittance File Requirements

File Description

File Type: Pipe Delimited ASCII Text File
 Field Delimiter: Pipe
 Field Names: In First Row
 Records per Row: 1

Data File - Field Specifications

Field Name	Data Type	Data Format	Data Values (if applicable)	Data Value Description (if applicable)
MemLastName	Text			(Full Last Name)
MemFirstName	Text			(Full First Name)
MemAddr1	Text			(Mailing Address)
MemAddr2	Text			(Mailing Address)
MemCity	Text			(Mailing Address)
MemProv	Text			(Mailing Address)
MemPostal	Text	A9A9A9		(Mailing Address)
MemStartDate	Date	mm/dd/yyyy		(Permanent Member StartDate)
MemTermDate	Date	mm/dd/yyyy		(Permanent Member Termination Date)
MEN	Numeric	999999999		(Ministry EducatorNumber, OnSIS)
Mident	Numeric	999999		(Ministry School ID - for permanent and LTO teachers)
Board	Numeric	999999		(Ministry Board ID)
ActSal	Numeric	999999.99		(Annual ActualSalary)
GridSal	Numeric	999999.99		(Annual GridSalary)
FeeFixAmt	Numeric	9999.99		(Fixed DollarPortion)
FeeVarAmt	Numeric	9999.99		(% Based Portion)
Permanent FTE	Numeric	1.00		(Percentage Teaching Time 1=100%, .5=50%, etc.)
LTO FTE	Numeric	1.00		(Percentage Teaching Time 1=100%, .5=50%, etc.)
PayPeriod	Numeric	99		(Pay Period 01, 02,etc)

MemType	Text	AA	PM	Permanent (If Permanent FTE>0)
			OT	Occasional
			CT	ContinuingEducation
			UT	UnqualifiedTeacher
MemStatus	Text	AA	AC	Active
			TE	Terminated
			RT	Retired
MemLeaveStatus	Text	AA	DS	Deferred Salary
			UL	Unpaid Leave
			PL	Paid Leave
			DL	Disability Leave(LTD)
			WS	WSIB
			PP	Pregnancy/ParentalLeave
MemPanel	Text	A	E	Elementary
			S	Secondary
			O	Occasional
CurrSal	Numeric	99999.99		(Current ActualSalary)
CurrGrid	Numeric	99999.99		(Current GridSalary)
OCT	Numeric	123456		(Ontario College ofTeachers' registration number)
BoardEmail	Text	example@cdsb.com		Board EmailAddress

Schedule C

SCHEDULE C									
SAMPLE REMITTANCE FILE									
ONTARIO ENGLISH CATHOLIC TEACHER FEDERATION FEES									
FOR THE MONTH OF Feb-22									
Group	Pay Date	Pay Period	Flat Contract - Fee \$1,000	LTO & Occl - Fee 1.63%	Con Ed - Fee 1.25%	Flat Contract - VAR Fee 0.25%	LTO & Occl - VAR Fee 0.25%	Con Ed - VAR Fee 0.25%	Total
Con ED - 202	04-Feb	3			5.37			1.08	6.45
	18-Feb	4			5.37			1.08	6.45
									0.00
									0.00
Elementary - 516	02-Feb	3	160,044.55	7,785.56	5.59	53.14	-7.38		167,881.46
	16-Feb	4	1,184.90	7,938.01	3.73	31,020.50	3,024.15		43,171.29
									0.00
									0.00
Secondary - 687	02-Feb	3	97,754.25	4,667.37		3.57	36.62		102,461.81
	16-Feb	4	947.92	3,950.20		19,612.48	1,357.98		25,868.58
									0.00
									0.00
Occasional - 667	07-Feb	3		3,119.71	1.86		479.00		3,600.57
	18-Feb	4		4,088.48	1.86		627.54		4,717.88
									0.00
Total Remittance			259,931.62	31,549.33	23.78	50,689.69	5,517.91	2.16	347,714.49
			92230-66-918	92200-66-918	92230-66-918	92230-66-918	92230-66-918	92230-66-918	
66 918 6 859 000	31,549.33		6-00000-000-	6-00000-000-000	6-00000-000-000	6-00000-000-000	6-00000-000-000	6-00000-000-000	
66 918 6 862 000	316,165.16			Prepared by:					
	347,714.49			Approved by:					

Appendix III

Appendix III

Supports for Students Fund - OECA

Current amounts for 2022-23 school year. Amounts for the term of the agreement are subject to adjustment as per paragraph 12 of the Memorandum of Settlement

Supports for Students Fund - OECA			Estimates FTE Generated		
		Total	Total FTE including Preparation		
DSBNo	DSB Name	2022-23	Elementary	Secondary	Total
30.1	Northeastern Catholic DSB	\$ 162,398	1.3	0.3	1.6
30.2	Nipissing-Parry Sound Catholic DSB	\$ 205,998	1.3	0.7	2.0
31	Huron-Superior Catholic DSB	\$ 341,018	2.6	0.6	3.2
32	Sudbury Catholic DSB	\$ 383,244	2.4	1.2	3.6
33.1	Northwest Catholic DSB	\$ 107,052	1.1	-	1.1
33.2	Kenora Catholic DSB	\$ 116,223	0.8	0.3	1.1
34.1	Thunder Bay Catholic DSB	\$ 470,157	3.0	1.3	4.3
34.2	Superior North Catholic DSB	\$ 65,563	0.7	-	0.7
35	Bruce-Grey Catholic DSB	\$ 253,027	1.7	0.8	2.5
36	Huron Perth Catholic DSB	\$ 269,917	1.8	0.9	2.6
37	Windsor-Essex Catholic DSB	\$ 1,147,007	6.7	4.2	10.9
38	London District Catholic School Board	\$ 1,119,475	7.2	4.0	11.2
39	St. Clair Catholic DSB	\$ 504,399	3.5	1.4	4.9
40	Toronto Catholic DSB	\$ 5,672,120	35.8	17.0	52.8
41	Peterborough V N C Catholic DSB	\$ 828,726	5.3	2.6	7.9
42	York Catholic DSB	\$ 2,906,162	17.6	9.6	27.2
43	Dufferin-Peel Catholic DSB	\$ 4,929,411	26.5	19.2	45.7
44	Simcoe Muskoka Catholic DSB	\$ 1,245,209	8.3	3.6	12.0
45	Durham Catholic DSB	\$ 1,288,181	8.9	3.9	12.7
46	Halton Catholic DSB	\$ 1,805,290	10.7	6.5	17.2
47	Hamilton-Wentworth Catholic DSB	\$ 1,839,470	11.2	6.0	17.2
48	Wellington Catholic DSB	\$ 447,174	3.0	1.3	4.3
49	Waterloo Catholic DSB	\$ 1,409,544	9.4	4.4	13.8
50	Niagara Catholic DSB	\$ 1,375,925	8.6	4.1	12.7
51	Brant Haldimand Norfolk Catholic DSB	\$ 562,249	3.6	2.0	5.6
52	Catholic DSB of Eastern Ontario	\$ 805,644	5.3	2.4	7.7
53	Ottawa Catholic DSB	\$ 2,498,243	16.1	8.1	24.3
54	Renfrew County Catholic DSB	\$ 287,316	2.1	0.7	2.7
55	Algonquin and Lakeshore Catholic DSB	\$ 750,690	5.0	2.5	7.5
Estimated Totals		\$ 33,796,831	211.4	109.6	321.0

Notes:

- 1) Funding provided subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive will support the amounts in the table above. This amount includes funding of \$4,690,602 in 2022-23 through the Adult Day School/Continuing Education Supplement of the Grants for Student Needs.
- 2) The estimated number of FTE is based on the estimated average funded elementary and secondary teacher salary including benefits (excluding Crown Contribution to the FIHT) in each school board based on funded salary (with benefits) levels in 2021-22 (prior to any adjustments related to Bill 124).
- 3) Any adjustments related to general wage increases will be retroactively adjusted for the 2022-23 and 2023-24 school year.

Early Reading Screening - OECTA		
FUNDING		
DSB Name	2023-24	Estimated Supported FTE
Algonquin and Lakeshore Catholic DSB	435,014	4.1
Brant Haldimand Norfolk Catholic DSB	452,152	4.3
Bruce-Grey Catholic DSB	243,545	2.3
Catholic DSB of Eastern Ontario	500,410	4.8
Dufferin-Peel Catholic DSB	1,723,643	16.4
Durham Catholic DSB	727,442	6.9
Halton Catholic DSB	942,675	9.0
Hamilton-Wentworth Catholic DSB	897,148	8.5
Huron Perth Catholic DSB	236,719	2.3
Huron-Superior Catholic DSB	237,983	2.3
Kenora Catholic DSB	133,990	1.3
London District Catholic School Board	750,701	7.1
Niagara Catholic DSB	689,687	6.6
Nipissing-Parry Sound Catholic DSB	187,233	1.8
Northeastern Catholic DSB	184,975	1.8
Northwest Catholic DSB	154,721	1.5
Ottawa Catholic DSB	1,343,731	12.8
Peterborough V N C Catholic DSB	491,477	4.7
Renfrew County Catholic DSB	264,698	2.5
Simcoe Muskoka Catholic DSB	784,916	7.5
St. Clair Catholic DSB	359,084	3.4
Sudbury Catholic DSB	274,305	2.6
Superior North Catholic DSB	130,451	1.2
Thunder Bay Catholic DSB	283,027	2.7
Toronto Catholic DSB	2,352,519	22.4
Waterloo Catholic DSB	862,458	8.2
Wellington Catholic DSB	351,541	3.3
Windsor-Essex Catholic DSB	653,028	6.2
York Catholic DSB	1,221,699	11.6
Totals	17,870,972	170.2

Note:

- The crown shall continue, either through regulation conditional upon approval by the Lieutenant-Governor-in-Council (if applicable) or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, the amount shown above for the 2024-25 and 2025-26 school years with adjustments to reflect the specified salary increases for each school year and changes in projected enrolment.
- Estimated supported FTE is based on a fixed salary and benefits amount for all school boards commensurate with an experienced teacher.

Part B - Local Terms

PART B: LOCAL TERMS

Part B - Local Terms.....	88
PREAMBLE.....	90
ARTICLE 1 - RECOGNITION.....	90
ARTICLE 2 - MANAGEMENT RIGHTS.....	91
ARTICLE 3 - DEFINITIONS.....	91
ARTICLE 4 - NO STRIKES OR LOCKOUTS.....	93
ARTICLE 5 - UNION REPRESENTATION.....	94
ARTICLE 6 - DISPUTE RESOLUTION PROCESS.....	96
ARTICLE 7 - PERSONNEL FILES.....	99
ARTICLE 8 - SENIORITY.....	99
ARTICLE 9 - JOB POSTINGS.....	100
ARTICLE 10 - DISCIPLINE, DISMISSAL, TERMINATION.....	101
ARTICLE 11 - SURPLUS AND REDUNDANCY.....	102
ARTICLE 12 - TRANSFERS.....	105
ARTICLE 13 - LEAVES OF ABSENCE.....	107
ARTICLE 14 - ALTERNATIVE EMPLOYMENT PLANS (A.E.P.).....	111
ARTICLE 15 - SICK LEAVE.....	112
ARTICLE 16 - EMPLOYEE BENEFITS AND LTD.....	113
ARTICLE 17 - WORKING CONDITIONS.....	113
ARTICLE 18 - TEACHER CLASSIFICATIONS OF LEVEL.....	115
ARTICLE 19 - INTERPRETATIONS.....	116
ARTICLE 20 - EXPERIENCE.....	117
ARTICLE 21 - APPLICATION.....	117
ARTICLE 22 - SALARY SCHEDULES AND ALLOWANCES.....	117
ARTICLE 23 - PAYMENT OF SALARY AND DEDUCTIONS.....	119
ARTICLE 24 - EI PREMIUM REDUCTION PLAN.....	120
ARTICLE 25 - PAYROLL SAVINGS PLAN.....	121
ARTICLE 26 - WORKPLACE SAFETY AND INSURANCE.....	121
ARTICLE 27 - MISCELLANEOUS.....	121
ARTICLE 28 - DURATION AND RENEWAL.....	123
LETTERS OF UNDERSTANDING	125
SCHEDULE A: SALARY SCHEDULE.....	131
APPENDIX A - PAY DATES	135
INDEX FOR LOCAL ITEMS ONLY.....	137

PREAMBLE

Whereas it is the common goal of the Board and the members of the OECTA Unit to provide the best possible, affordable educational services for the children under the jurisdiction of the Bruce-Grey Catholic District School Board; and

Whereas it is firmly held that this educational service should be based on sound principles of a Christian and Catholic character; and

Whereas to achieve this common goal it is essential that the Board and Teachers strive to create and maintain a harmonious relationship;

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

The Bruce-Grey Catholic District School Board and the Bruce Grey Elementary OECTA Bargaining Unit are committed to ensuring quality learning experiences by nurturing each student in body, mind and spirit.

ARTICLE 1 - RECOGNITION

- 1:01** a) The parties to this Collective Agreement are the Bruce-Grey Catholic District School Board hereinafter called "the Board" and the Bruce-Grey OECTA Elementary Teachers' Unit hereinafter called "the Unit".
- b) Teachers employed by the Board who are assigned both Elementary (JK - 8) and Secondary (9 -12 responsibilities, and whose assignment is more than 50% at the Elementary Level, are the Members of the Elementary Unit.
- c) The Board recognizes OECTA Provincial as the sole and exclusive bargaining agent for all Members of the Unit.
- d) The Board recognizes the officers of the Unit as the elected representatives of the Members of the Unit.
- e) Where the Board establishes a committee requiring Association representation, the Association representative shall be appointed by the authorized representative of the Bruce-Grey Elementary Unit.
- 1:02** The terms of the Collective Agreement shall apply to all Members of the Unit unless specifically stated otherwise.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- a) Hire, transfer, promote, demote, discipline, dismiss or assign duties to or layoff Teachers subject to the provisions of this Collective Agreement expressly governing the exercise of these rights and subject to the Acts and Regulations of the Province of Ontario.
- b) Plan and control the teaching program of the system in co-operation with Educators and to operate and manage the school system in accordance with its obligations and to make, from time to time, reasonable rules and regulations that govern Teachers. Such rules and regulations shall not be inconsistent with the provisions of this Collective Agreement.
- c) Every provision of this Collective Agreement shall be construed in such a way as to enhance and give full effect to the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.
- d) Nothing in this Collective Agreement shall be construed in such a way as to take away from or to limit or restrict in any way the denominational rights of Roman Catholics or their Separate Schools or School Trustees under Section 93 of the Constitution Act.

ARTICLE 3 - DEFINITIONS

3:01 Definitions

a) Teacher in Charge/Designated Teacher

It is understood that the term "Designated Teacher" is consistent with the position outlined in PPM 145 with regard to the delegation of authority. Each time a Teacher is delegated authority as Teacher in Charge/Designated Teacher, the Delegation of Authority form shall be signed, in a timely manner.

- i) The parties recognize that from time to time School Administrators (Principal/Vice-Principal) may be absent temporarily from their duties. To accommodate these situations Teacher(s) may be designated as a "Teacher in Charge/Designated Teacher" at a school. All Teachers who have completed their probationary period may register annually for this position. Each Teacher in Charge/Designated Teacher will be designated from this list on a rotational basis.
- ii) No Teacher shall be assigned without **their** consent.

- iii) A Teacher in Charge/Designated Teacher will remain a member of the Bargaining Unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.
- iv) When the Principal is absent, the Teacher in Charge/Designated Teacher is responsible for responding to emergency situations. The Teacher in Charge/Designated Teacher will fulfill **their** duties by following established procedures.
- v) The Teacher in Charge/Designated Teacher shall not participate in evaluation or disciplining of Teachers, including Occasional Teachers, or any other Board Employee in the school.
- vi) The Teacher in Charge/Designated Teacher shall be provided with the emergency contact numbers of the Principal, Vice-Principal and Superintendent.
- vii) The services of a Teacher in Charge/Designated Teacher shall only be called upon when the School Administrator(s) are absent from the school.
- viii) Teachers in Charge/Designated Teachers shall receive at least one-half (½) day of in-service on a school day no later than September 30th.
- ix) When the Teacher in Charge/Designated Teacher is a Classroom Teacher, they shall be replaced with an Occasional Teacher, if the Principal is absent for a half a day or greater. Replacement of Non-Classroom Teachers shall not adversely affect other Teachers.

b) Consultant

For the purposes of the Collective Agreement, a Consultant is defined as a qualified Teacher as defined in the Education Act and its Regulations appointed by the Board to coordinate programs and advise and assist Teachers, Principals and Support Staff throughout the system in methods of instruction.

c) Elementary Instructional Coach

For the purposes of the Collective Agreement, a Coach is defined as a qualified Teacher as defined in the Education Act and its Regulations, appointed by the Board to assist in the development, implementation and monitoring of the school learning plan as well as offering support to Teachers with instructional programming that will support the delivery and monitoring of effective student learning.

d) Acting Administrators

As Per Section 10 of Part A of this Collective Agreement and in addition the following:

- i) The Board may assign to a Teacher the duties of an Administrator (Principal/Vice-Principal) for a temporary period of time not to exceed the balance of the school year in which the assignment is made.
 - ii) No Teacher shall be assigned without **their** consent.
 - iii) Acceptance by the Teacher of such duties on a temporary basis shall not interrupt the Teacher's accumulation of seniority rights or credit for experience under the provisions of this Collective Agreement or **their** membership in the Unit.
 - iv) All provisions of the Collective Agreement shall apply to the Teacher during the term of the assignment.
 - v) The assigned Teacher shall not participate in the evaluation or disciplining of Teachers including Occasional Teachers.
 - vi) An assigned Teacher shall be replaced by an Occasional Teacher for the duration of the assignment.
-
- e) Teacher - A Teacher is a person who is registered with the Ontario College of Teachers as defined in the Education Act, and its Regulations, and employed with the Board to teach in the regular day school program.
 - f) Full-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act, and Regulations whose assigned teaching and supervisory time during the school day totals 100% of the scheduled school day for the particular school(s) to which the Teacher is assigned. The professional responsibilities of a Teacher are as set out in the Education Act and Regulations.
 - g) Part-Time Teacher For Salary Purposes - A Teacher defined in accordance with the Education Act and Regulations whose assigned teaching and supervisory time during the school day is expressed as a percentage of a Full-Time Teacher.
 - h) Q.E.C.Q. - The Qualifications Evaluation Council of Ontario.
 - i) Experience Allowance - An increment paid for actual full or part-time teaching experience in recognition of increased skill and knowledge gained from the teaching experience.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

During the term of this Collective Agreement or any renewal thereof, there shall be no strike or lockouts as defined in the Ontario Labour Relations Act.

ARTICLE 5 - UNION REPRESENTATION

5:01 Election of Association Representatives

The Board recognizes the appointment or election by the Teachers of one or more Association Representative(s) at each school or worksite. The Unit shall forward such a list of Association Representatives to the Board by September 15th of each year.

The Board agrees to provide bulletin board space at each school or worksite for the exclusive use of the Association to post notices and other relevant information.

5:02 Association Representatives

The Association shall forward a list of all the Unit Officers to the Board by September 1st of each year. The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business. The authorized Representatives of the Association shall be permitted to transact business of the Association with Members on Board property provided such business does not interfere with or interrupt normal operations.

A Teacher shall be advised in advance of any meeting which is or may be disciplinary in nature. The Board and its Representatives recognize the right of a Member to Association representation and will:

- a) Advise the Teacher of same.
- b) Schedule such meeting at a time that is mutually convenient.

5:03 Negotiating Committee

- a) The Board and the OECTA Unit recognize the negotiating team appointed by each party as the committee authorized to negotiate on behalf of their respective party.
- b) The negotiating teams shall consist of up to six (6) Members representing the Unit and up to six (6) Members representing the Board. Each negotiating team shall endeavour to identify the Members of their team no later than the first negotiating meeting.

5:04 Liaison Committee

- a) The Board and the Unit shall form a joint Liaison Committee made up of the President of the Unit and two Members of the Unit Executive, **Superintendent** of Human Resources and two persons to represent the Board.
- b) Purposes of the Liaison Committee:

- i) To examine concerns, problems or issues related to the implementation of this Collective Agreement, which may arise from time-to-time.
 - ii) To consult and make recommendations on any matters of interest to either party.
 - iii) To deal with issues pertaining to the implementation of Board and Government initiatives.
- c) The deliberations of this committee shall not delete, modify or amend any clause in the Collective Agreement except as provided in this Collective Agreement.
- d) Meetings shall be arranged between the President of the Unit and **Superintendent** of Human Resources and they shall meet in each term unless it is mutually agreed that they forego the meeting for that term.

5:05 Joint Professional Development (PD) Committee

The Board and the Association agree that professional development is job-embedded, and informed by research, done in partnership with colleagues and is to be informed by the Teachers' Annual Learning Plan.

The Joint PD Committee will promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.

The Joint PD Committee will consist of three (3) Representatives appointed by the Board and three (3) Representatives appointed by the Unit.

The Representatives of the Teachers and the Representatives of the Board shall each nominate one of their number as a Co-Chairperson.

The Joint PD Committee shall meet at least two (2) times and as required per year during the regular work day and will work to develop consensus on matters within its mandate. The Committee shall meet no later than May 15th of each school year to discuss the PD Plan for the next school year. The agenda shall be set and distributed to committee members at least one (1) day in advance of the meeting. In the subsequent year, the Committee shall meet no later than December 15th of that school year to review the PD plan for the current year. Additional meetings shall be called within 2 weeks by mutual agreement of the Co-Chairs.

Terms of Reference:

1. The Joint PD Committee will monitor and address ways in which funds generated by the allocation in the Grants for Student Needs will be used to enhance professional learning opportunities for Teachers.

2. The Joint PD Committee will promote best practices in the implementation of professional learning which shall be embedded in the instructional day.
3. The Joint PD Committee will advise the Board in a timely manner regarding the scheduling of appropriate professional activities for the subsequent school year.
4. The Joint PD Committee will provide feedback for the professional activities for Teachers during Professional Activity Days to ensure that they are consistent with the learning goals identified in the Teachers' Annual Learning Plans.
5. The Joint PD Committee will promote best practices in sustaining successful Catholic Professional Learning Communities and in monitoring their implementation in the schools of the Board and system-wide.
6. The Joint PD Committee will provide advice and assistance to Board staff who are assigned responsibility for providing professional development to Teachers and for planning such activities.
7. The Joint PD Committee will consult and advise on other issues related to Teacher professional learning as agreed by the Board and the Association.

5:06 Membership in the Union

It is the mutual desire of the Board and the Unit that all Teachers shall exercise their rights under this Collective Agreement, or the applicable Statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

- 5:07** Upon request, the Board, through the Director or Designate, will supply the Unit President with information regarding Teachers' salaries, experience, qualifications, responsibility allowance where applicable, and benefit information as prescribed and limited by the Freedom of Information and Protection of Privacy Act.

ARTICLE 6 - DISPUTE RESOLUTION PROCESS

- 6:01** For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

It is the mutual desire of the Board and the Local Bargaining Unit that all grievances be settled as fairly and as promptly as possible.

6:02 Informal Stage

Any dispute, individual or policy, should first be discussed with the School Principal or the Immediate Supervisor within ten (10) working days of the event or circumstances giving rise to the complaint. In the case of an individual grievance, the Teacher shall have the right to, and will be represented by, the Association for such meeting with the

School Principal or Immediate Supervisor. If the dispute is not resolved within ten (10) working days of informal discussion, a formal grievance may be filed at Step One by the Association.

6:03 Formal Stage

Step One

At the conclusion of the informal process, or if no resolution has been reached, a formal grievance, with a copy to the Principal/Supervisor, shall be submitted to the **Superintendent** of Human Resources within ten (10) working days.

A formal grievance must:

- a) Be in writing;
- b) Include the name of the Grievor(s), and a description of the action(s) or event(s) giving rise to the grievance;
- c) Identify the redress sought;
- d) Include the specific clause(s) allegedly breached.

The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The **Superintendent** of Human Resources shall answer the grievance in writing within ten (10) working days of the receipt of the statement of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

6:04 Step Two

Within ten (10) working days following the decision under Step One, the grievance may be submitted to the Director of Education or Designate. A meeting will then be held with the Director of Education or Designate within ten (10) working days of the receipt of the grievance. The decision of the Director of Education shall be delivered in writing within five (5) working days of such meeting. Failing settlement, either party may submit written notice to refer the matter to arbitration within ten (10) working days after the reply in Step Two is given.

- 6:05** The Association may initiate a policy or group grievance relating to the interpretation, application, administration or alleged violation of this Collective Agreement beginning at Step Two of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the grievance and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration as provided for in this Article.

6:06 A complaint or grievance arising from an allegation by the Board that the Teachers or the Unit Executive have violated a provision of this Collective Agreement will be referred to the Unit Executive within ten (10) days of the alleged violation. The parties will attempt to resolve the grievance. Failing resolution, the grievance will be referred to arbitration as provided for in Article 6:08.

6:07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

6:08 Arbitration

Failing settlement of the grievance, either party may, after exhausting the grievance procedure established by this Collective Agreement, notify the other in writing of its desire to submit the difference to arbitration. The notice shall be delivered to the other within ten (10) working days of the reply under Step Two. The recipient party shall, within ten (10) working days, advise the other of the name of the legal counsel representing them in Arbitration.

The parties will refer the matter to a single, mutually agreed upon, arbitrator.

6:09 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any Teacher affected by it.

6:10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6:11 Each of the parties hereto will share the expense of the Arbitrator.

6:12 The Arbitrator shall not be authorized to make any decision inconsistent with any Act or a Regulation thereunder or the provisions of the Collective Agreement, nor to alter, modify or amend any part of this Collective Agreement.

6:13 Notwithstanding the procedure above, either party may request the Minister of Labour to refer a grievance matter to a single arbitrator in accordance with Article 49 of the Ontario Labour Relations Act.

6:14 The time limits specified in this Article are mandatory and failure to meet such time limits will result in abandonment of the grievance by the Grievor or automatic referral to the next step of the procedure if violated by the defending party. Should both parties be in default, the grievance shall be deemed to have been abandoned. The date of

registration of a registered letter, the date on a courier receipt or the date of hand delivery shall be deemed to be the date of any submission or decision.

- 6:15** The time limits contained herein may be amended by the written mutual agreement of the parties at any stage in a particular dispute or grievance.

ARTICLE 7 - PERSONNEL FILES

- 7:01** a) In all aspects related to files, personnel information relating to Employees, the Board and the Unit will comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act and any amendments thereto.
- b) The Board shall inform Members of the Unit of any third party documents which are placed in **their** personnel file.

For clarity, there will be no documents or correspondence included in a Teacher's personnel file from individuals of the general public, including but not limited to, parents, students or individuals acting as their agents.

- c) A Teacher shall have access during normal business hours to **their** personnel file upon written request to the **Superintendent** of Human Resources. The Teacher may copy any material contained in these files.

An appropriate Board Official shall be present when a Teacher reviews his/her file and the Teacher may be accompanied by an individual of his/her choice.

- d) Where a Teacher authorizes, in writing, access to that Teacher's personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- e) Teachers shall receive copies of any materials placed in their personnel file pertinent to the Teacher's conduct or of a disciplinary nature at the time the document is placed in the Teacher's personnel file.
- f) A Teacher shall have the right to object in writing to the accuracy or completeness of any document in the personnel file, and such objection shall be filed with the disputed document.

- 7:02** The parties agree that a complaint to, or investigation by the College of Teachers is not in and of itself grounds for discipline or dismissal. Notwithstanding any determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the terms of the Collective Agreement.

ARTICLE 8 - SENIORITY

Seniority shall mean the length of continuous service from the most recent date of hire. A Teacher's continuous experience shall be as reflected on the seniority list. The Board

will prepare and make available to the Unit President, and each school, seniority lists as follows:

- a) A seniority list for Elementary Teachers in each school.
- b) A Board-wide seniority list for Teachers in the panel.
- c) These lists shall be posted in each school by October 31st of the school year.

Teachers will endeavour to bring all discrepancies to the Board's attention within 30 days of the posting. Amendments shall be reflected on the next posted list. Any amendments will be brought to the Unit President's attention.

In the event that a Teacher transfers between the Secondary and Elementary panels, the Teacher will have the seniority and contractual status in effect at the time of transfer, applied to the placement on the seniority list.

ARTICLE 9 - JOB POSTINGS

As per Article 12 of Part B of the collective agreement and in addition the following:

- a) Vacancies are defined as those teaching positions within the Bargaining Unit which may become available due to attrition, growth, transfer or newly created positions. Newly created positions include but are not limited to new or expanding programs.
- b) All vacancies in the bargaining unit (excluding Positions of Responsibility), which become available following the conclusion of Round 2 up until the beginning of Round 1 of the subsequent school year, shall be posted on the Board website/online hiring portal and filled in accordance with Article 17, Part A.**
 - i) Successful applicants to said vacancies shall be deemed to be surplus to their school as outlined in the Implementation Guide and, subject to the redundancy provisions of the collective agreement, their position shall be posted in Round 1.**
- c) Positions posted will be the actual positions filled by the successful candidate. Exceptions may occur by mutual consent.
- d) All Teachers who have completed their probationary period may apply for the position. The criteria for considering qualified Bargaining Unit Members will be:
 - i) Program requirements.
 - ii) Qualifications for those assignments in accordance with Ministry of Education Regulations.

- iii) Experience related to the curriculum needs of the assignment.
- iv) Seniority with the Board.
- e) Prior to any new hires, Teachers laid off as a result of the redundancy provisions, in order of seniority, and after internal transfers, will be offered any full-time or part - time vacant teaching positions within the jurisdiction of the Board.
- f) In considering appointments to full-time teaching positions, the Board shall hire qualified Part-time Bargaining Unit Members employed by the Board **as per Article 22.2 in Part A.**
- g) If positions of responsibility provided for under this Collective Agreement become vacant or are newly created, the Board will post the position on the Board website/**Online Hiring Portal** for the consideration of Bargaining Unit Members currently employed by the Board.

ARTICLE 10 - DISCIPLINE, DISMISSAL, TERMINATION

10:01 Discipline, Dismissal, Termination

- a) No Teacher who has successfully completed their probationary period shall be disciplined, subject to disciplinary transfer, suspended, demoted, or discharged without just cause.
- b) No Teacher during their probationary period will be discharged or disciplined without just cause, however, the parties agree that a lesser standard than for permanent Teachers shall apply.
- c) For the initial year of employment with the Board, a Teacher will be on probation. The one-year probationary period can be extended by the Board for a period of up to one year, after informing the Unit.
- d) A dismissal for denominational cause will not be the subject of a grievance or arbitration.
- e) The Board shall provide the Teacher with 30 days' written notice of termination of employment.
- f) Such notice shall state the reason(s) for termination.
- g) Such notice shall be sent to the Teacher's last known address or via hand delivery by the Supervisory Officer to the Teacher.
- h) The Teacher may invite a Unit Representative to attend any meeting with any supervisory personnel to take notes during the meeting. Two hour notice of such

meeting shall be given and it is agreed that the meeting shall not begin until a Unit Representative is present.

- i) A Teacher shall provide a minimum of 30 days' notice of resignation.
- j) If a Teacher is the subject of an investigation or determination by the College of Teachers, any action against the Teacher by the Board shall be taken in accordance with the Collective Agreement.

ARTICLE 11 - SURPLUS AND REDUNDANCY

11:01 Definitions

- a) Surplus occurs when the total number of Teachers within a school is greater than the current complement of Teachers required.
- b) The names of all Teachers declared surplus shall be forwarded to the Unit with a rationale for the surplus. Surplus Teachers shall be assigned as per Article 11.03 b).
- c) Redundant Teacher - a Teacher who, after the staffing needs of the Elementary schools have been determined by the Board, is surplus to the Elementary panel.
- d) Teachers declared redundant shall be notified in writing by June 15th to have effect August 31st.

11:02 General Application

- a) For the general purposes of Article 11, the Board shall, when exercising its responsibility to determine which Teachers are to be declared surplus and redundant:
 - i) Declare Teachers surplus or redundant in order of seniority.
 - ii) Take into account the classes, programs, responsibilities and needs of the school system under its jurisdiction.
 - iii) Take into account the particular characteristics of the schools and classes under its jurisdiction.
 - iv) Take into account the qualifications of the Teachers in the employ of the Board.
- b) After consultation with the Unit, the Board may declare individual Teachers ineligible to be declared surplus or redundant because of program needs or responsibility of their assignment. The Director of Education or Designate shall consult with the President of the Unit before any recommendations are made to the Board pursuant to this provision.

11:03 Declaration of Surplus

- a) Where it is determined by the Board that there may be a surplus of Teachers in a particular school, the Director of Education or Designate will advise the Unit President.
- b) Since Teachers are employed to teach for the Board, and not in a particular school, in the event that the Board reduces the number of Teachers in any one school as provided in Article 11:04 Order of Criteria for Determining Surplus Teachers to a School, the transfer clause in this Collective Agreement shall be waived. All Teachers declared surplus will be placed in any available position for which they are qualified. This will be done by having the surplus Teachers choose from the available vacant positions for which they are qualified, in order of seniority. Teachers who cannot be placed in available positions for which they are qualified, will be laid off subject to the provisions of Article 11:05 Declaration of Redundancy.
- c) In order to be placed in a vacant position, a surplus Teacher must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

11:04 Order of Criteria for Determining Surplus Teachers to a School

The Teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Board as reflected on the seniority list as determined by Article 8 a).
- b) Where continuous experience with the Board is equal, continuous teaching experience in the school in question will be the deciding factor.
- c) Where a) and b) above are equal, the highest category placement (A1- A4) as determined by QECO will be the deciding factor.
- d) Where a), b) and c) above are equal, teaching experience recognized by the Board for salary purposes will be the deciding factor.
- e) Where it is determined by the Board that all factors set out above are equal, a determination will be made by lot conducted by both the Director of Education and the President of the Unit.
- f) Teachers who have been declared surplus to a school will be given consideration to return to the school from which they were declared surplus should a position become available at that school up to and including June 30th.

11:05 Declaration of Redundancy

Where it is determined by the Board that there may be a surplus of Teachers in the Elementary schools who cannot be placed in the school system, the following steps will be taken:

- a) After consultation with the Unit, the Director of Education or Designate will identify the least senior Teachers in the Unit. Thereafter, the Director of Education or Designate shall send a notice to the Unit President and the Teachers who may be redundant within seven (7) working days of determining that the redundancy may occur.
- b) Redundancy will be considered to be just cause for the termination of a Teacher's employment as provided for under this Collective Agreement and such termination will not be considered disciplinary.
- c) Subject to paragraph (f) below and prior to any new hires, Teachers who have been laid off pursuant to this Article shall be recalled to available teaching positions with the Board in reverse order of lay-off provided that they possess the qualifications required by the Ministry of Education to teach the division, subject(s) and/or programs for the available position(s).
- d) A Teacher must exercise **their** right of recall within five (5) calendar days of being notified about the available position. A Teacher may refuse to exercise **their** right of recall two (2) times only. In the event that a Teacher does not exercise **their** recall rights a third time, the Board has no further recall obligations to that Teacher. It is understood that acceptance to a recall position that is less than full time will not count as one of the two (2) refusals referred to above.
- e) If a Teacher accepts a part-time position because a full-time position is not available, that Teacher shall be offered the first full-time position that becomes available for which the Teacher is qualified.
- f) A Teacher who is declared redundant shall be placed on the Occasional Teachers' List and given priority placement.
- g) Teachers shall be withdrawn from the recall list should they accept a teaching contract with another employer.
- h) Teachers who have not been recalled to employment with the Board in accordance with paragraph (d) above within four (4) years of their release shall lose all rights to recall, as per Section 12 of Part A of this Collective Agreement.
- i) Prior to any external hires and provided that there are no redundant Elementary Teachers covered by this Collective Agreement remaining to be recalled, the Board will offer any vacant Elementary teaching positions to any qualified Secondary Teachers who have been declared redundant and are awaiting recall. In order to

support cross panel placements, the Board and the Unit agree to a one-year mentorship program.

11:06 Order of Criteria for Determining Redundant Teachers

The Teacher(s) must be qualified according to the requirements of the Ministry of Education to teach the division, subject(s) and/or program for the available positions.

- a) The first criterion is continuous experience with the Bruce-Grey Catholic District School Board and its predecessor Boards as reflected on the seniority list as determined by Article 8 b).
- b) Where continuous experience with the Board is equal, total teaching experience recognized by the Board for salary purposes will be the deciding factor.
- c) Where a) and b) are equal, the highest category placement (A1- A4) as determined by QECO will be the deciding factor.
- d) Where a), b) and c) above are equal, teaching experience recognized by the Board for salary purposes will be the deciding factor.
- e) Where it is determined that all factors set out above are equal, a determination will be made by lot conducted by the Director of Education and the Unit President.

ARTICLE 12 - TRANSFERS

As per Article 9 of Part B of the collective agreement and in addition the following:

12:01 Board-initiated transfers during the school year

If a transfer occurs during the school year at the request of the Board:

- a) Teachers may be transferred only by mutual agreement.
- b) The Teacher shall be notified in writing ten (10) school days before the proposed transfer except in case of emergency.
- c) The Teacher shall be granted a number of days' leave of absence with pay, in which to relocate. The number of days in question shall be determined by the Board in consultation with the Teacher.

12:02 Board-initiated transfers at the end of the school year

If a transfer is to occur at the end of the school year at the request of the Board:

- a) A Teacher shall be notified in writing on or before June 15th of the year in which a transfer is to take place.

- b) A transfer from one school to the new school shall not involve more than 32 kilometres one way, unless by mutual agreement.
- c) It is understood that transfers by mutual agreement may be initiated by the Teacher or the Board without prejudicing the posting process in Article 9.
- d) Moving Expenses
 - i) Moving expenses shall be defined as those expenses charged by a mover to move a Teacher's personal and household effects from one place of residence to a new place of residence.
 - ii) A Teacher shall be paid for moving expenses incurred when a transfer requested by the Board exceeds the distance specified in Article 12 (2) (b) above and the Teacher moves within 2 years of the transfer.
 - iii) The Board reserves the right to engage the service of a mover of its choice to relocate the Teacher after receiving a minimum of two quotations.

12:03 Transfers Internal to the Bargaining Unit

- a) **The Bargaining Unit and any Teacher declared surplus pursuant to Article 11 of Part B of the collective agreement shall be notified of such prior to the commencement of Internal Transfer Round 1. For clarity, this includes Teachers hired into applicable permanent positions after the conclusion of Round 2 of the previous year.**
- b) **Prior to posting vacancies for hiring in June of each year, there shall occur two (2) successive Rounds of transfers internal to the Bargaining Unit. In each round:**
 - i) **The Board shall post all known vacancies in the Elementary Bargaining Unit (excluding Positions of Responsibility) internally for the consideration of all Bargaining Unit Members for three (3) working days. Interested members must apply to postings by 4 p.m. on the third working day following the posting date.**
 - ii) **Members may apply to all postings for which they hold the required qualifications.**
 - iii) **For each vacancy, the Board shall transfer the most senior applicant (as per Part B, Article 8 of this Collective Agreement) who holds the required qualifications, to take effect September 1st of the next school year.**

- c) The Board shall provide to the Association the names of all applicants to each vacancy and the name of the applicant transferred.**
- d) Successful applicants in Round 1 will not be eligible for transfer opportunities in Round 2 of the same year.**
- e) The parties shall meet annually, prior to December 31st, with a view to set the dates for each transfer round and consult on any concerns arising from the previous year.**
 - i) A joint implementation guide outlining staffing practices, as mutually agreed in relation to this article, shall be reviewed annually and updated as needed.**

12:04 The non-disciplinary transfer of a Teacher within the terms of this Collective Agreement shall not be the subject of a grievance or arbitration.

ARTICLE 13 - LEAVES OF ABSENCE

13:01 Bereavement Leave

As per Section 16 of Part A of this Collective Agreement and in addition the following:

- a) A Teacher shall be entitled to five (5) working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) A Teacher shall be entitled to three (3) working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) A Teacher may be granted up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral, interment or memorial of an aunt, uncle, niece or nephew.
- d) Additional time may be granted, with or without pay, upon request at the discretion of the Director of Education or Designate.

13:02 Parenting Leaves

- a) Pregnancy leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.

- b) Parental and Adoption leaves shall be granted in accordance with the provisions of the Employment Insurance Act of Canada and the Employment Standards Act of Ontario.
- c) Upon request, a teacher shall be granted three (3) days paternity leave within ten (10) days of the birth/adoption of a child.
- d) The probationary period of a Teacher who, during **their** probationary period is granted a pregnancy or parental/adoption leave at the request of the Teacher or due to a statutory obligation, will be extended for a period equal to the period of the leave. An extension will not apply where the Teacher performs the duties of a Teacher on probation for a minimum of five consecutive months in a school year.
- e) The Board shall provide a Supplementary Employment Insurance Benefits Plan (SEB) for Teachers on pregnancy leave, as per Section **14** of Part A of this Collective Agreement and in addition the following:
 - i) **To receive this supplement, the Teacher must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.**

13:03 Educational Study Leave

A leave of absence without pay for educational purposes not exceeding two (2) consecutive years may be granted to a Teacher upon request after five (5) years of continuous employment with the Board.

13:04 Special Leaves

As per Section 15 of Part A of this Collective Agreement and in addition the following:

a) Emergency Leave

- i) Any Teacher of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the **Superintendent** of Human Resources shall be made in advance whenever possible.
- ii) A Teacher shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, which includes but is not limited to: hospitalization of family members, fire or violence within the home.

b) Examination Leave

A Teacher who is writing a final examination related to upgrading their Teacher qualifications on a school day shall be granted a special leave of one (1) school day

with pay, provided the request is made five (5) days in advance to the **Superintendent** of Human Resources.

c) Federation Leave

- i) Upon written request prior to June 1st, the Board shall grant a minimum of one (1) full time leave of absence from education duties for the President of the Elementary Unit.

In the event that the leave is less than full time, the elected President shall be granted leave on an alternate plan, mutually agreed upon by the Director of Education or Designate and the Association.

The Teacher shall maintain all rights provided in the Collective Agreement. Upon receipt of invoice, the Local Unit shall reimburse the Board for the full cost of the salary and benefits for the Teacher on leave for the period of the leave.

On return from the leave, the Teacher shall be returned to a comparable position to that held immediately prior to the commencement of the leave, subject to redundancy and transfer. Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.

- ii) The Unit Executive, or Designates, will be allowed up to twenty (20) days per year collectively to conduct the duties of their offices. The use of such days will be by mutual agreement between the Unit President and the Director of Education and these days may be granted so as to ensure continuity in the school program.

d) Jury Duty and Quarantine

A Teacher shall be granted a leave of absence without loss of pay during the school year, upon the occurrence of the following:

- i) If the Teacher is quarantined by the order of the Medical Officer of Health.
- ii) If the Teacher is compelled to attend court for jury duty or as a witness under subpoena provided that the Teacher remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the Teacher receives as a juror or witness.

e) Indigenous Leave

Indigenous employees may use existing short term paid leave for the purposes of:

i) Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and

ii) Attendance at Indigenous cultural/ceremonial events.

For clarity, Indigenous Leave days shall be provided from existing paid leave days included under clause 16.1 of Part A of the Collective Agreement, where available. This does not create an entitlement to additional paid leave days.

13:05 Personal Earned Leave Plan

It is the purpose of this plan to provide Personal Earned Leave for reasons other than sick leave. The plan is intended to relate to the individual Employee, give recognition for a record of good attendance and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per Employee for the system.
- b) Each Employee with a rate of absenteeism less than the average calculated in (a) above shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. (The calculation for the period September 1st, to August 31st of each school year will be credited on September 1st, of the following school year.)
- c) The Personal Earned Leave bank may accumulate up to a maximum of five (5) Personal Earned Leave days. Part-time Employees shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an Employee must have been employed by the Board for one full year prior to September 1st of each year.
- d) Personal Earned Leave days may be used under the following provisions:
 - i) Earned Leave Days with pay may be used for personal leave at the discretion of the Employee. Requests for an earned leave day must be made to the Principal with the exception of days immediately prior to or following a statutory holiday or holiday period.
 - ii) Where an Employee wishes to use a personal earned leave day(s) immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the **Superintendent** of Human Resources. These requests will be limited to one (1) per fifteen (15) Staff Members in a school.
- e) A statement of earned leave days will be issued to each Employee by October 31st in each year. Employees may not be credited with any earned leave day prior to the date of credit stated in this clause.

ARTICLE 14 - ALTERNATIVE EMPLOYMENT PLANS (A.E.P.)

14:01 JOB SHARING

As per Section 22 of Part A of this Central Agreement and in addition the following:

- a) Upon mutual agreement between the Teachers involved, an application to enter into an agreement of job sharing, may be submitted to the Director of Education by March 1st. In order to apply, Teachers must have successfully completed their probationary period with the Board and each have a minimum of three (3) years' experience with the Board.
- b) Approval of a job sharing arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the Teachers' positions within the Ontario Teachers' Pension Plan.
- d) Teachers involved in a job sharing arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.
- e) Teachers involved in a job sharing arrangement shall be entitled to benefits on a pro-rated basis.
- f) A job sharing arrangement shall not exceed one year.
- g) Any Full-Time Teacher entering into a job sharing arrangement approved by the Board shall, upon dissolution of the job sharing position, be entitled to return to a full-time position, subject to the redundancy provisions of this Collective Agreement.

14:02 DEFERRED SALARY LEAVE PLAN

A Deferred Salary Leave Plan is a plan whereby a Teacher chooses to work for less than their regular salary in order to make provisions for a paid leave of absence.

- a) An application to participate in the Deferred Salary Leave Plan may be submitted by a Teacher who has successfully completed their probationary period to the Board and who has a minimum of three (3) years of continuous experience with the Board.
- b) No proposal will be considered where the Teacher applicant is already involved in, and has not fulfilled all of the requirements of a previous leave plan.
- c) Teachers shall make written application to the Director of Education on or before March 1st of any school year.

- d) Approval of a Deferred Salary Leave Plan shall rest solely with the Board.
- e) Where a proposed agreement is acceptable to the Teacher and approved by the Board, it shall be signed by each party to the agreement; that is, the Teacher and the Board, and implemented in accordance with this clause and the provisions of the Collective Agreement.
- f) Teachers who are contemplating retirement within five (5) years are advised to study carefully the implications on their pensions before participating in the plan.

14:03 PART-TIME PLAN

As per Section 9 of Part A of this Collective Agreement and in addition the following:

- a) An application to enter into an agreement of part time work may be submitted to the Director of Education by March 1st.
- b) Approval of a part time arrangement shall rest solely with the Board.
- c) If approval is given, all necessary conditions required by the Ontario Teachers' Pension Plan Board shall be met in order to protect the status of the Teachers' positions with the Ontario Teachers' Pension Plan.
- d) Teachers involved in a part time arrangement shall be paid according to the salary scale and method of payment provision on a pro-rated basis.
- e) Teachers involved in a part time arrangement shall be entitled to benefits on a pro-rated basis
- f) A part-time arrangement shall not exceed one year and, it is agreed and understood that an extension of the assignment shall be subject to Board approval but will not exceed two years under normal circumstances.
- g) Any Full-time Teacher entering into a part time arrangement approved by the Board shall, upon dissolution of the part-time position, be entitled to return to a full-time position, subject to the redundancy provisions of this Collective Agreement.

Approval/disapproval of any A.E.P. applied for in the proper manner shall be given to the applicant in writing by June 1st of that year.

ARTICLE 15 - SICK LEAVE

As per Section 3 of Part A of this Collective Agreement and in addition the following:

15:01 Sick Leave

- a) Definition:
 - i) Sick Leave with pay shall be granted for absence due to sickness, including absence to attend medical and/or dental specialists' appointments which are not elective in nature.
- b) Absences will be deducted from sick leave, but in no case shall a Teacher suffer both the loss of pay and the loss of sick leave days.

15:02 Sick Leave Plan

- a) Where a Teacher is employed on less than a full-time basis in any year, **their** annual sick leave entitlement shall be calculated on a prorated basis.
- b) Leaves of absence for less than a full school year shall result in the proration of sick leave.

15:03 Subject to the terms and conditions of the carrier of the LTD Plan, the Teacher is eligible to receive benefits after the expiration of the qualifying period outlined in the LTD Plan.

15:04 A statement of total unused Sick Leave Days from the previous year, will be given to each Teacher by October 31st.

ARTICLE 16 - EMPLOYEE BENEFITS AND LTD

As per Section 7, 3.8 and 4.7 of Part A of this Collective Agreement.

ARTICLE 17 - WORKING CONDITIONS

As per Section 24 of Part A of this Collective Agreement.

17:01 Lunch Break

- a) The scheduled lunch break and eating period will comply with the Education Act and Regulations thereunder.
- b) Notwithstanding (a) above, a Principal and **their** staff may schedule and arrange the noon hour in a manner which is agreed upon by the school staff and the Unit providing the schedule complies with the Education Act and Regulations thereunder.
- c) Itinerant Teachers, Teachers who travel to more than one school, shall have travel time exclusive of lunch, recess and planning time.

17:02 Preparation Time

Full-time Teachers in Elementary schools shall be provided with 240 minutes of self-directed preparation and planning time.

Planning time shall be prorated for Part-time Teachers.

The Principal will make their best effort to develop an initial planning time schedule that allows for forty (40) minute uninterrupted blocks.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in Elementary Teacher preparation time above the 2008-09 level, to enable full-time school based teaching assignments in the Arts in more than one Elementary school. This shall be done in consultation with the Joint Board Level Elementary Staffing Committee.

Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers.

A Teacher shall bank lost planning time which shall be rescheduled within the current school year by the Principal in consultation with the affected Teacher.

In order to allow for special events during Education Week, Easter Week and the week prior to Christmas, it is understood that a Teacher may lose up to one period of prep time per week in each of the weeks listed above.

17:03 Supervision

It is understood that all school based staff have a role to play in Elementary school supervision.

- a)** Elementary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision or instructional time.
- b)** 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.
- c)** Notwithstanding a) above, it is agreed that Teachers will be in their classrooms or teaching area fifteen (15) minutes prior to the first scheduled class of the day, as per past practice.
- d)** The maxima of supervision minutes for Elementary Teachers are 80 minutes.

- e) The Board shall provide the Unit President with a supervision schedule for each school in a timely manner but no later than October 1st.
- f) Supervision duties shall be assigned to all Teachers in a fair and equitable manner.
- g) Supervision assignments shall be pro-rated based on percentage of the employment contract.

17:04 Allocation of Teaching Workload

The Board will make a reasonable effort to have the assignment of teaching load, including placement of students with IEPs, supervision duties, and all other related assignments done in a fair and equitable manner.

The parties agree that the review of the allocation of teaching load, including placement of students with IEPs, shall be in the purview of the Joint Board Elementary Staffing Committee.

17:05 Release Time for Assessment and Report Cards

Effective September 2010, two (2) Professional Activity Days shall be designated for the purpose of assessment and completion of report cards; one (1) prior to the first reporting period and one (1) prior to the second reporting period.

17:06 Workplace Harassment

The Board Policy on Workplace Harassment will not be changed without an opportunity for input from the Unit during the term of this Collective Agreement.

17:07 Health and Safety

As per section 21 of Part A of this Collective Agreement and in addition the following:

The Guidelines for the Structure and Function of the Joint Health and Safety Committee will not be changed without an opportunity for input from the Unit during the term of this Collective Agreement.

17:08 REPORTING TO SERVICE CANADA

For the purpose of Employment Insurance eligibility, the Board shall report a minimum of an eight (8) hour workday for all Teachers.

ARTICLE 18 - TEACHER CLASSIFICATIONS OF LEVEL

- 18:01** The Board accepts for classification of level, the Qualifications Evaluation Council of Ontario Program 5.

- 18:02** a) It is the responsibility of the Teacher to obtain and submit the appropriate official documents to the Director of Education to determine: certification (Ontario Teacher's Certificate); qualifications (Ontario Teacher's Qualification Record Card); experience (Statement of Experience issued by a School Board); Q.E.C.O. Statement of Evaluation, and the certificate of a Tuberculin Test.
- b) Until such time as the Q.E.C.O. Statement of Evaluation is submitted, the Teacher shall be paid the category for which **they are** deemed qualified, including experience, upon examination of documents by the Director of Education.

18:03 Teacher Classifications

A Teacher who has completed the requirements for a higher Statement of Evaluation prior to September 1st, is entitled to an adjustment in salary retroactive to September 1st provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by December 31st.

A Teacher who has completed the requirements for a higher Statement of Evaluation after September 1st, is entitled to an adjustment in salary retroactive to January 1st provided a Statement of Evaluation or a "notice of expected change" along with an explanation of the delay from Q.E.C.O. is submitted to the Board by June 30th.

18:04 Appeals

- a) The Board and the Unit recognize the right of either party to appeal the evaluation of Q.E.C.O. as indicated on a Statement of Evaluation.
- b) The party making an appeal must notify the other party, in writing, that an appeal is being filed with Q.E.C.O.
- c) Until such time as an appeal is settled, no change in category shall be made based on the evaluation under appeal.
- d) Upon settlement of an appeal, a Teacher shall be entitled to full retroactive salary, provided that the evaluation under appeal was submitted within the terms of clause 18:03 above.

ARTICLE 19 - INTERPRETATIONS

- 19:01** Teachers holding an Interim Certificate of Qualifications are to be placed in the category to which their academic and professional qualifications equate.

ARTICLE 20 - EXPERIENCE

20:01 Teaching Experience

A Teacher who provides verified and documented evidence of teaching experience after graduation from a Teacher-training institution recognized in Ontario shall be entitled to an experience allowance under the following provisions:

- a) Full-time experience shall be recognized in full.
- b) Partial years of experience shall be prorated on the basis of one-month full-time experience equal to one-tenth of an increment for each month of said partial experience. For the purposes of this clause, twenty (20) continuous full teaching days shall equal one month of experience. (i.e. .5 Teacher receives recognition for 5 months teaching experience.)
- c) Occasional teaching experience shall, in accordance with the provisions of this Collective Agreement, be recognized at the rate of one-tenth of an increment for each 20 continuous full-time teaching days. Part-time occasional teaching shall be prorated.
- d) Experience presently recognized by the Board for salary purposes shall continue to be recognized.
- e) A statement of experience submitted to the Director of Education not later than December 31st of the current school year entitles the Teacher to retroactive salary to September 1st of the current school year.
- f) A statement of experience submitted to the Director of Education not later than June 30th of the current school year entitles the Teacher to retroactive salary to January 1st of the current school year.

20:02 The experience used for the calculation of salaries shall be the experience determined and documented up to September 1st in the current school year.

ARTICLE 21 - APPLICATION

21:01 All Members of the teaching staff of the Board will be placed in categories and paid according to their qualifications, experience and responsibility as delineated in this Collective Agreement.

ARTICLE 22 - SALARY SCHEDULES AND ALLOWANCES

As per Section 2 of Part A of this Collective Agreement and in addition the following:

22:01 Salary Schedules

As per Schedule A

22:02 Additional Degrees

A Teacher who earns a Master's Degree or Doctorate Degree from a Canadian University or a degree recognized by Q.E.C.O., after earning placement in Category A4, shall receive an allowance as follows:

- a)** Master's Degree - 1 % of the Teacher's category placement;
- b)** Doctorate Degree - 1.5 % of the Teacher's category placement;
- c)** A Teacher will be eligible for only one allowance outlined in a) or b) above. Teachers receiving an allowance for a position which includes a degree outlined above as a qualification for the position, are not eligible for this allowance.

22:03 Responsibility Allowances/Salaries**a) Teacher in Charge/Designated Teacher**

The Teacher in Charge/Designated Teacher shall receive the following allowance:

September 1, 2022 to August 31 2023 – \$**28.36** per half day or less and \$**56.72** per day on anything more than a half day.

September 1, 2023 to August 31, 2024 – \$**28.36** per half day or less and \$**56.72** per day on anything more than a half day.

September 1, 2024 to August 31, 2025 – \$**28.36** per half day or less and \$**56.72** per day on anything more than a half day.

September 1, 2025 to August 31, 2026 – \$28.36 per half day or less and \$56.72 per day on anything more than a half day.

b) Consultants

Consultants will receive a base salary at the appropriate category and years of experience, plus an allowance of 10% of the A4 maximum salary grid.

- 22:04 a)** Part-Time Teachers shall be paid for such actual part-time teaching in proportion to the salaries and allowances outlined in this Collective Agreement. (i.e. a Half-Time Teacher will be paid 50% of any salary and allowance.)

- b) Teachers appointed part-time to a position of responsibility and Teachers receiving any special allowances, shall be paid, in addition to their salary, an allowance in proportion to the amount of time determined for the position.
- c) When a new position of responsibility is created by the Board, which is not covered by this Collective Agreement, any additional responsibility allowance, for such position shall be determined in consultation with the Unit.
- d)
 - i) Deductions from salary for days not worked and/or for absences which are authorized without pay under the terms of this Collective Agreement, shall be made in the proportion of the number of days worked (or not worked) to the total number of days in the school year.
 - ii) When a Teacher has been over-paid, the refund of monies to the Board shall be made on a mutually agreed schedule within the same school year.

22:05 The Board, when requesting a Teacher to take a course:

- a) Will, upon successful completion of the course, reimburse the Teacher for the tuition fee;
- b) Shall pay related expenses deemed necessary subject to the approval of the Director **of Education**;
- c) Shall make arrangements with the Teacher for tuition fee, related expenses and other financial arrangements prior to the Teacher enrolling in the course, subject to (a) and (b) above;
- d) These provisions do not apply:
 - i) To courses required as conditions of employment or basic qualifications as a Teacher (ie. Religious Education Qualifications, Basic Teaching Certificate);
 - ii) To courses required as conditions of employment or basic qualifications for a position of responsibility (Principal's Certificate, Specialist's Certificate).

22:06 Travel Rates shall be paid according to Board Policy on travel allowances. This policy will not be changed without the opportunity for input from the OECTA Unit during the term of this Collective Agreement.

ARTICLE 23 - PAYMENT OF SALARY AND DEDUCTIONS

23:01 A schedule of bi-weekly pay dates covering the period of this Collective Agreement shall be provided and implemented by the Board. (See Appendix A)

23:02 a) The method of payment shall be by deposit to each Teacher's bank account in accordance with the schedule approved in 23:01 above.

b) All matters relating to the payment of salary shall be sent to the Teachers in a confidential manner.

23:03 a) Association fees will be deducted on a bi-weekly basis over the full period the employee is paid in a twelve-month period and remitted as prescribed by legislation and regulation. Should any change in existing legislation or regulation occur, both parties agree to meet and amend this clause by mutual consent.

b) The Unit Executive may request that the Board collect, as above a levy agreed upon by the Elementary Unit Membership in accordance with OECTA Provincial By-Laws.

c) College of Teacher fees as required under the provisions of the College of Teachers' Act and its Regulations will be deducted by the Board in two (2) equal instalments in the month of January and will be submitted by the Board to the College of Teachers.

It is the sole responsibility of a Teacher who is on leave of absence to remit College of Teacher fees as required under the provisions of the College of Teachers' Act and its Regulations during the period of the leave. The Board will advise the Teacher of this in the letter to the Teacher approving the leave of absence.

d) The Unit shall indemnify and save the Board harmless against any claim or liability arising out of the application of clause 23:03.

ARTICLE 24 - EI PREMIUM REDUCTION PLAN

a) The Employees acknowledge the Board's Plan and its registration with Service Canada, which results in a reduction in Employment Insurance Premiums.

b) The Employees agree that the net savings arising from the reduction in premiums have been used to share equally in the funding of an Employee Assistance Program and that this practice will continue.

c) The Employees agree that, after funding the above-noted program and fees, any unused balance will be proportionately distributed as follows:

Board Share = 7/12

Employee Share = 5/12

d) The parties agree to re-calculate the percentages based on current Employee numbers in each Employee group as at February 1st of each year.

ARTICLE 25 - PAYROLL SAVINGS PLAN

The Board, in consultation with the Unit Executive will make available Payroll Savings Plan, on the provision that sufficient Employees enroll in such plans to make them viable.

ARTICLE 26 - WORKPLACE SAFETY AND INSURANCE

As per Section 13 of Part A of this Collective Agreement and in addition the following:

It is agreed when a Member of the Teaching Staff is eligible for and received approval of payment of Workplace Safety and Insurance Benefits:

- a)** The WSIB payment received shall be forwarded to the Board;
- b)** The Teacher shall receive full salary from the Board;
- c)** There shall be no deduction of sick leave credits from the Teacher.

ARTICLE 27 - MISCELLANEOUS

27:01 Health Services and Medication

The Board policy on Health Services and Medication shall not be changed, except by mutual consent during the term of this agreement

27:02 Tax/School Support

Adherence to the philosophy of Catholic Education imposes the obligation on Teachers in the Catholic school system to direct their school taxes to the support of that school system unless they are prevented from so doing by law or extenuating circumstances.

27:03 Performance Appraisal of New and Experienced Teachers

- a)** Performance appraisals for New and Experienced Teachers shall be conducted in accordance with the Education Act and Regulations as set out by the Ministry of Education.
- b)** No Member of the Bargaining Unit shall participate in the Performance Appraisal of another Member.
- c)** When a Teacher receives a Performance Appraisal of unsatisfactory, the appraiser will include a written statement under the Principal's Summary Comments for the Teacher to advise their local Unit President within five (5) days.

- d) The Teacher shall have the right to respond in writing to the evaluation within five (5) school days of receipt of the evaluation. The Teacher's response shall be included in the Teacher's personnel file with the evaluation.
- e) Voluntary activities shall not be evaluated within the context of the Performance Appraisal Process.
- f) The Board will not add any additional domains, competencies, or look fors to the New Teacher or Experienced Teacher Appraisal process.
- g) By September 30th of each school year, the Board shall disclose to the Unit, the names, if any, of the Teachers who are designated to participate in the Performance Appraisal Process in that school year.
- h) A Performance Appraisal within a school year shall be completed by May 31st.
- i) The Performance Appraisal for Experienced Teachers and the NTIP Process will be applied consistently as per the Teacher Performance Appraisal, Technical Requirements Manual.
- j) In the event of an extraordinary and unforeseen circumstance that requires the rescheduling of an already agreed to Teacher Observation related to Teacher Performance Appraisal of New and Experienced Teachers, the new observation time will be determined by mutual consent of the Principal or Designate and the impacted Teacher.

27:04 Elementary School Staffing

The Board will staff the Elementary schools in the school system in accordance with the Education Act and Regulations.

The Board will endeavour to limit the integration of Students with identified exceptionalities, and students with IEPs, to an appropriate number based on the severity of the exceptionality and the assistance available to the Classroom Teacher.

27:05 Joint Board Level Elementary Staffing Committee

As per Section 11 of Part A of this Collective Agreement and in addition the following:

The Joint Board Level Elementary Staffing Committee (JBLESC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency. It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing.

The JBLESC shall meet at least four (4) times per year during the regular work day and will work to develop consensus on matters within its mandate. Additional meetings may

be called at the mutual consent of the Co-Chairs. The first meeting of the Joint Board Level Elementary Staffing Committee will be called prior to September 30th of each school year.

- a) The JBLESC will monitor student supervision and promote school safety in Elementary schools.
- b) The JBLESC will review and discuss at least once a year the School Board data on Letters of Permission.
- c) The JBLESC will consult and advise on staffing and workload issues as agreed by the Board and the Association.

This includes but is not limited to:

- i) Consult and advise on the development of strategy to expand programming and supports for students in Grades four to eight;
- ii) Consult and advise on Elementary preparation/planning time;
- iii) Review and analyze school supervision schedules to ensure the equitable distribution of supervision minutes at schools;
- iv) Consult and advise on any other staffing or staffing related issues as agreed between the Board and the Association.

ARTICLE 28 - DURATION AND RENEWAL

28:01 a) The terms of this Collective Agreement shall be in effect from September 1, **2022** and continue in force until August 31, **2026** as per Section 1 of Part A of this Collective Agreement.

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

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

28:02 a) When the Collective Agreement is settled, the Board will supply the OECTA Unit Negotiating Committee with a copy of the draft Collective Agreement for their review. The final printed Collective Agreement, when ratified and signed by both parties, will be distributed to staff within 45 days of the signing of the Collective Agreement. This Collective Agreement shall also be sent to new Teachers with their letters of appointment. The Board will send copies of this Collective Agreement in electronic format, to the Unit President and **Lead** Negotiator.

- b) Both parties, on coming to a tentative Collective Agreement, shall hold a ratification meeting within fifteen (15) school days.

1. Letter of Understanding - Length of School Day

The daily instructional program at an Elementary school shall not exceed 300 minutes in length as per the Education Act.

2. Letter of Understanding - Working Beyond 194 School Days

A Teacher who volunteers beyond the normal 194 days to participate in curriculum writing activities or other activities as agreed upon with the Unit President shall be compensated according to the Daily Occasional Teacher rate.

3. Letter of Understanding - Change to the Traditional School Day

Prior to introducing a change to the "traditional school day", the Board undertakes to consult the Unit.

4. Letter of Understanding - Joint Surplus and Redundancy Committee

A joint committee of the Board and the Local Bargaining Unit may review the surplus and redundancy process with a view to amending the procedures by mutual consent.

5. Letter of Understanding - New Initiatives

For the term of this Collective Agreement, the Board agrees to consult with the President of the Unit on any new initiatives prior to implementation.

6. Letter of Understanding - Annual Learning Plan

It is understood that a Teacher's Annual Learning Plan (ALP) is Teacher authored and directed. The ALP is a living document where Teachers document their practice, set goals and plan strategies for their own development on an ongoing basis. Consultation and collaboration related to the ALP shall take place as defined by the Minister of Education.

7. Letter of Understanding - Recognition of Voluntary Contribution

The Board recognizes and appreciates that Teachers on a school staff share in the responsibility for the total school program by their voluntary contribution to the enrichment of life within the school community through participation in extra-curricular activities which are approved by the school Principal.

8. Letter of Understanding - Safe Schools

- a) It is understood that the Board will abide by mandated Ministry of Education initiatives on Safe Schools, in accordance with the guidelines provided by the Ministry of Education.
- b) It is understood that the Bargaining Unit shall appoint representatives on any Board Committees mandated by the Ministry of Education as a result of Safe School Legislation.

- c) The Board shall compile, by term, a report summarizing any official suspension or expulsion data that fall within the parameters of the Safe School Act, and forward said report to the President of the Bargaining Unit.
- d) The Principal shall disclose, in a timely manner, to appropriate Staff any relevant information with regard to any Student into a school under the provisions of The Safe Schools Act.

9. Letter of Understanding - Full Day Kindergarten Program

- 1. Teachers shall not participate in the Performance Appraisal of designated ECEs nor shall ECEs participate in, or give input into, any part of a Teacher's Performance Appraisal.
- 2. Prior to the establishment of any K/1 class, the parties shall meet to discuss the rationale for such a class.

10. Letter of Understanding - Elementary Reporting System Failure

Should a Teacher be unable to access the on-line reporting system during the period when the online reporting system would normally be available, the Teacher will report the unavailability to the appropriate Board personnel. The Board personnel, in consultation with the Unit President, will ensure that the issue is remedied as expeditiously as possible.

11. Letter of Understanding - PD Days

The Board will commit to holding future system PD sessions in the North and South. The North sessions will be held in Owen Sound and the South sessions in Walkerton or Hanover.

It is understood that mileage and bussing will not be made available for North/South meetings.

The annual Faith Formation Day will continue to be centralized. Normal hours for this day will be 9:00 a.m. to 3:00 p.m. It is understood that mileage and bussing will not be made available.

12. Letter of Understanding - Job Postings and Transfers

The parties agree to meet to discuss job posting and transfer language with a goal of revising the current staffing processes language. The parties will meet prior to October 31st, 2020. Topics to be discussed include, but are not limited to:

- sequence of hire (part-time to full-time, surplus, transfers, postings, hiring)
- dates (timelines for the staffing sequence above)
- cross panel transfers
- transfer frequency

The parties further agree to meet prior to September 30th, 2021 to review and evaluate the job posting and transfer process and make any necessary changes to the existing language.

13. Letter of Understanding - Release Time for Assessment and Report Cards

On the two (2) Professional Activity days that are designated for the purposes of assessment and completion of Report Cards the Teacher may elect to work from home. The Teacher shall inform their Principal or Designate of their plan to do so.

Teachers shall provide the Principal with their contact information and ensure that they are available to the Principal for any questions that may arise throughout the day.

The parties agree to develop a Joint Memo outlining the expectations to be followed. This Joint Memo will be issued prior to each Professional Activity Day designated for the purpose of Report Cards.

14. Letter of Understanding - Cross-Panel Transfers

Following 2 rounds of transfers internal to the Bargaining Unit, cross-panel transfers between the Elementary and Secondary panels will be facilitated and can occur. This can occur only after internal redundancy, surplus and transfer procedures have taken place, and once all requests for increases of employment by current Bargaining Unit Members pursuant to Article 22.2 Part A have been met.

14:01 Following the conclusion of internal transfer Round 2, the Board shall post all permanent vacancies in the Secondary Bargaining Unit (excluding Positions of Responsibility) for the consideration of qualified Members of the Elementary Bargaining Unit, and vice versa.

14:02 Qualified Elementary Bargaining Unit Members may express interest in these vacancies by submitting their name to the Job Posting(s) for consideration.

14:03 The Board may consider a cross-panel transfer for qualified Permanent Teacher applicants to any posting at this time. The Board may hold a selection meeting to discuss the position and its requirements with an applicant as part of the selection process.

14:04 The Board shall have discretion as to whether to affect any cross panel transfer.

14:05 Notwithstanding Article 8:03 in Part B of this Collective Agreement, a Permanent Teacher who is transferred between Bargaining Units through this process shall receive a new seniority date in the Secondary Bargaining Unit. However, should a Teacher return back through transfer or surplus/redundancy to the Elementary Bargaining Unit, then their

previous Elementary seniority date shall apply for their placement on the Elementary Seniority List.

15. Letter of Understanding - Teacher on Temporary Assignment

The Board may create a Temporary position when the position:

- a) Has been created for a fixed term, or**
- b) Has been created with fixed funding for a specific purpose.**

The Association shall be consulted prior to the posting of a position. The parties will discuss job duties and responsibilities.

A Teacher appointed to a Temporary position shall remain a Member of the Bargaining Unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.

A Teacher filling a Temporary position will return to their previous home school, immediately following the Temporary assignment.

The Association shall be consulted, where possible, and the Joint Staffing Committee will review the temporary nature of the position.

The subsequent vacancy created by the Temporary position will be filled with a Permanent Teacher.

16. Letter of Understanding - System Teacher

Definition:

For the purposes of the Collective Agreement, a System Teacher is defined as a qualified Teacher as defined in the Education Act and its Regulations, appointed by the Board to provide specialized instruction to students with diverse learning needs across multiple schools within the Board's system. They collaborate with Teachers, administrators, and other professionals.

Has been created for a fixed term (2 years). A Teacher filling a System Teacher position will return to their previous home school, immediately following the System Teacher assignment.

The Association shall be consulted prior to the posting of a position. The parties will discuss job duties and responsibilities.

System Teacher Allowance: \$1545 (subject to increase) in lieu of daily travel and mileage expense.

The subsequent vacancy created by the System Teacher position will be filled with a Permanent Teacher.

**17. Letter of Understanding - Self-Funded Personal Leave Days
(LOU ends August 31, 2026 unless mutually agreed upon by the parties)**

Teachers may be allowed up to two (2) personal (FTE) leave days each year (for clarity unused days shall not carryover to the subsequent school year). This entitlement shall be pro-rated according to the Teacher's FTE.

Teachers will have deducted from their regular pay approximately 110% of the prevailing Occasional Teacher daily rate as per Schedule A of the Collective Agreement, to include all Board associated statutory contributions. The deduction will be pro-rated for Teachers whose daily FTE is less than full-time.

Payment will be made by deduction from the Teacher's regular pay in the period they took the leave or in the pay period immediately following.

Self-Funded Personal Leave Days may be used under the following provisions:

- a) Teachers requesting leave day(s) shall provide at least two (2) weeks notice of the requested days to their school Principal. However, in extenuating circumstances a request may be made on shorter notice.
- b) Self-Funded Personal Leave Day requests:
 - i) Shall be mutually agreed to,
 - ii) Will be approved on a "first come, first served" basis,
 - iii) Will be limited to one (1) per fifteen (15) Staff Members in a school, and
 - iv) No Self-Funded Days will be granted on the first day of the school year.
- c) Leave days, once confirmed, are irrevocable by either the Teacher or the Board.

**18. Letter of Understanding - Staff Meetings
LOU ends August 31, 2026 unless mutually agreed upon by the parties)**

Staff meetings will be held monthly, and will be a maximum of one hour in length, with the exception of the Initial Start-Up Meeting (prior to the start of the school year) which shall be a maximum of 120 minutes.

It is understood that attendance at staff meetings scheduled beyond the instructional day are voluntary. However in-service/training provided will require completion.

The parties will consult regarding guidelines for staff meetings. The Joint Professional Development Committee will review timelines and content for in-service and training to be provided at staff meetings.

Staff meeting agendas may include:

- **Board operations (including in-service and training)**
- **School operations (including in-service and training)**
- **Union or Committee Updates.**

SCHEDULE A: SALARY SCHEDULE

Bruce-Grey Elementary OECTA Collective Agreement
 2022-2023 Bruce-Grey Catholic District School Board
 OECTA Elementary Unit

Salary Schedule Effective: September 1, 2022 to August 31, 2023

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<u>0</u>	\$44,921	\$49,499	\$51,701	\$56,595	\$60,595
<u>1</u>	\$47,848	\$52,681	\$55,128	\$60,497	\$64,760
<u>2</u>	\$50,778	\$55,865	\$58,556	\$64,400	\$68,926
<u>3</u>	\$53,706	\$59,051	\$61,983	\$68,303	\$73,089
<u>4</u>	\$56,630	\$62,236	\$65,410	\$72,208	\$77,252
<u>5</u>	\$59,559	\$65,420	\$68,840	\$76,112	\$81,417
<u>6</u>	\$62,486	\$68,604	\$72,267	\$80,017	\$85,582
<u>7</u>	\$65,413	\$71,787	\$75,693	\$83,919	\$89,745
<u>8</u>	\$68,343	\$74,973	\$79,124	\$87,821	\$93,907
<u>9</u>	\$71,271	\$78,155	\$82,549	\$91,726	\$98,072
<u>10</u>	\$74,197	\$81,339	\$85,977	\$95,630	\$102,237
<u>11</u>	\$77,124	\$84,524	\$89,401	\$99,534	\$106,400
<u>12</u>	\$80,053	\$87,709	\$92,831	\$103,437	\$110,568

Instructional Coach Rate: \$1,611.00

Occasional Teacher Rate: \$259.99

SCHEDULE A: SALARY SCHEDULE

Bruce-Grey Elementary OECTA Collective Agreement
 2022-2023 Bruce-Grey Catholic District School Board
 OECTA Elementary Unit

Salary Schedule Effective: September 1, 2023 to August 31, 2024

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<u>0</u>	\$46,269	\$50,984	\$53,252	\$58,293	\$62,413
<u>1</u>	\$49,283	\$54,262	\$56,781	\$62,312	\$66,703
<u>2</u>	\$52,301	\$57,541	\$60,312	\$66,332	\$70,993
<u>3</u>	\$55,317	\$60,822	\$63,843	\$70,353	\$75,281
<u>4</u>	\$58,329	\$64,103	\$67,372	\$74,374	\$79,570
<u>5</u>	\$61,345	\$67,383	\$70,905	\$78,395	\$83,860
<u>6</u>	\$64,361	\$70,662	\$74,435	\$82,417	\$88,149
<u>7</u>	\$67,376	\$73,940	\$77,963	\$86,437	\$92,437
<u>8</u>	\$70,393	\$77,222	\$81,497	\$90,456	\$96,724
<u>9</u>	\$73,409	\$80,500	\$85,026	\$94,477	\$101,015
<u>10</u>	\$76,423	\$83,779	\$88,557	\$98,499	\$105,304
<u>11</u>	\$79,438	\$87,060	\$92,083	\$102,520	\$109,592
<u>12</u>	\$82,454	\$90,340	\$95,616	\$106,540	\$113,885

Instructional Coach Rate: \$1,611.00

Occasional Teacher Rate: \$267.79

SCHEDULE A: SALARY SCHEDULE

Bruce-Grey Elementary OECTA Collective Agreement
 2022-2023 Bruce-Grey Catholic District School Board
 OECTA Elementary Unit

Salary Schedule Effective: September 1, 2024 to August 31, 2025

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<u>0</u>	\$47,541	\$52,386	\$54,716	\$59,896	\$64,129
<u>1</u>	\$50,638	\$55,754	\$58,343	\$64,026	\$68,537
<u>2</u>	\$53,740	\$59,123	\$61,971	\$68,156	\$72,946
<u>3</u>	\$56,839	\$62,495	\$65,599	\$72,287	\$77,352
<u>4</u>	\$59,933	\$65,866	\$69,225	\$76,420	\$81,758
<u>5</u>	\$63,032	\$69,236	\$72,855	\$80,551	\$86,166
<u>6</u>	\$66,130	\$72,606	\$76,482	\$84,684	\$90,573
<u>7</u>	\$69,228	\$75,974	\$80,107	\$88,814	\$94,979
<u>8</u>	\$72,329	\$79,345	\$83,738	\$92,943	\$99,384
<u>9</u>	\$75,428	\$82,714	\$87,364	\$97,076	\$103,793
<u>10</u>	\$78,525	\$86,083	\$90,992	\$101,208	\$108,200
<u>11</u>	\$81,623	\$89,454	\$94,615	\$105,339	\$112,606
<u>12</u>	\$84,722	\$92,824	\$98,245	\$109,470	\$117,017

Instructional Coach Rate: \$1,611.00

Occasional Teacher Rate: \$278.78

SCHEDULE A: SALARY SCHEDULE

Bruce-Grey Elementary OECTA Collective Agreement
 2022-2023 Bruce-Grey Catholic District School Board
 OECTA Elementary Unit

Salary Schedule Effective: September 1, 2025 to August 31, 2026

<u>Year</u>	<u>Pre-Degree</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<u>0</u>	\$48,730	\$53,695	\$56,084	\$61,394	\$65,732
<u>1</u>	\$51,904	\$57,148	\$59,802	\$65,626	\$70,251
<u>2</u>	\$55,083	\$60,602	\$63,520	\$69,860	\$74,769
<u>3</u>	\$58,260	\$64,057	\$67,238	\$74,094	\$79,285
<u>4</u>	\$61,432	\$67,512	\$70,956	\$78,330	\$83,802
<u>5</u>	\$64,608	\$70,967	\$74,677	\$82,565	\$88,320
<u>6</u>	\$67,784	\$74,421	\$78,394	\$86,801	\$92,838
<u>7</u>	\$70,959	\$77,873	\$82,110	\$91,034	\$97,354
<u>8</u>	\$74,137	\$81,329	\$85,832	\$95,267	\$101,869
<u>9</u>	\$77,313	\$84,782	\$89,548	\$99,502	\$106,387
<u>10</u>	\$80,488	\$88,235	\$93,267	\$103,738	\$110,905
<u>11</u>	\$83,663	\$91,690	\$96,981	\$107,973	\$115,421
<u>12</u>	\$86,840	\$95,145	\$100,701	\$112,206	\$119,943

Instructional Coach Rate: \$1,611.00

Occasional Teacher Rate: \$285.75

APPENDIX A - PAY DATES

2022-2023 School Year					
September	9, 23	January	13, 27	May	5, 19
October	7, 21	February	10, 24	June	2, 16, 30
November	4, 18	March	10, 24	July	14, 28
December	2, 16, 30	April	6, 21	August	11, 25

2023-2024 School Year					
September	8, 22	January	12, 26	May	3, 17, 31
October	6, 20	February	9, 23	June	14, 28
November	3, 17	March	8, 22	July	12, 26
December	1, 15, 29	April	5, 19	August	9, 23

2024-2025 School Year					
September	6, 20	January	10, 24	May	2, 16, 30
October	4, 18	February	7, 21	June	13, 27
November	1, 15, 29	March	7, 21	July	11, 25
December	13, 27	April	4, 17	August	8, 22

2025-2026 School Year					
September	5, 19	January	9, 23	May	1, 15, 29
October	3, 17, 31	February	6, 20	June	12, 26
November	14, 28	March	6, 20	July	10, 24
December	12, 24	April	2, 17	August	7, 21

INDEX FOR LOCAL ITEMS ONLY

Category	Article No	Page No
Additional Degrees	22	118
Alternative Employment Plans (Job Sharing, Part time)	14	111
Application of Terms of Agreement	21	117
Assessment and Report Cards	17	115
Bereavement Leave	13	107
Changes in Evaluation	18	115
Course Payments	22	117
Deferred Leave Salary Plan	14	111
Definitions	3	91
Dispute Resolution Process	6	96
Discipline, Dismissal, Termination	10	101
Duration, Renewal	28	123
Educational Study Leave	13	108
Emergency Leave	13	108
Employee Benefits	16	113
Examination Leave	13	108
Experience, Recognition of	20	117
Federation Leave	13	109
Health and Safety	17	115
Interpretation	19	116
Job Postings	9	100
Job Sharing	14	111
Jury Duty	13	109
Liaison Committee	5	94
Lunch Break	17	113
Management Rights	2	91

Medication	27	121
Moving Expenses	12	106
Negotiating committee	5	94
Parenting Leaves	13	107
Part Time Plans	14	112
Part Time Teachers' Salaries	22	118
Payment of Salary and Deductions	23	119
Personal Earned Leave Plan	13	110
Personnel Files	7	99
Preparation Time	17	114
Professional Development Committee	5	95
QECO	18	116
Recognition	1	90
Responsibility Allowances	22	118
Seniority	8	99
Sick Leave	15	112
Staffing Committee	27	122
Strikes, Lockouts	4	93
Supervision	17	114
Surplus and Redundancy	11	102
Tax/School Support	27	121
Teacher Classification of Levels	18	115
Teacher in Charge/Designated Teacher	3	91
Teacher Performance Appraisal	27	121
Terms of Agreement	28	123
Transfers	12	105
Travel rates	22	119
Union Representation	5	94
Workplace Safety and Insurance	26	121

Workplace Harassment	17	115
Letters of Understanding		125
Schedule A (Salaries)		131
Appendix A (Pay Dates)		135

In witness thereof, the Board has signed this Agreement this 29 day of September, 2025.

Bruce-Grey Catholic District School Board

[Signature]
[Signature]
[Signature]

In witness thereof, OECTA has signed this Agreement this 29 day of September, 2025.

The Ontario English Catholic Teachers' Association

[Signature]
Chalustchuk
[Signature]