



COLLECTIVE AGREEMENT

between

THE YORK CATHOLIC DISTRICT SCHOOL BOARD

and

**THE YORK UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

for

The School Year

2014 – 2019

**(Includes the terms of the 2014-2017 Collective Agreement and the
2017-2019 Central Terms Extension Agreement)**

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Part A: CENTRAL TERMS

1. TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

1.1 Term of Agreement

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

1.2 Amendment of Terms

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

1.3 Notice to Bargain

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

2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2014: 0%

2.1.2 September 1, 2015

2.1.2.1 Restoration of grid movement

2.1.2.2 Provisions in collective agreements between OECTA and English language separate district school boards which delay movement through and across salary grids in accordance with experience and qualifications until the 97th day of the school year shall be deemed to be null and void and thereafter, shall not form part of those collective agreements.

2.1.2.3 Lump Sum Payments

2.1.2.3.1 Permanent Teachers

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

2.1.2.3.2 Occasional and Term Assignment Teachers

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

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

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

2.1.3 September 1, 2016

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

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

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

3.1 Sick Leave Benefit Plan

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

3.2 Sick Leave Days

Subject to paragraphs **3.4-3.8** below, full-time teachers will be allocated eleven (11) sick days payable at one hundred percent (100%) of salary on the first day of each school year. (Clarification- For permanent full time teachers the rate will be calculated by dividing annual grid salary inclusive of any applicable allowances, by 194.) When a

teacher's employment status is less than full time, the teacher's eligibility for sick leave credits shall be prorated by the ratio that the teacher's FTE status is to full time status. Teachers on an unpaid leave of absence are not eligible to access benefits under this article for the portion of the workday for which the teacher is on an unpaid leave of absence. Sick leave days may be used for reasons of personal illness and injury, and personal medical appointments.

3.3 Short-Term Leave and Disability Plan (STLDP)

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

3.4 Teacher Pension Plan Implications

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

3.5 Eligibility and Allocation

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

- 3.5.3** Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year's allocation. A new allocation in accordance with paragraphs **3.2** and **3.3** will not be provided to the teacher until s/he has submitted medical clearance (consistent with the requirements of paragraph **3.7**) confirming that s/he is able to return to work and a bona fide return to work occurs.
- 3.5.4** A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs, before s/he will be allocated further leave under this Article in the next school year.
- 3.5.5** A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.
- 3.5.6** WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB has adjudicated and approved the claim. In the event that the WSIB does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.7** LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

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

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

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

This top up is calculated as follows:

- 3.6.1** Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.
- 3.6.2** In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary as described in **3.6.1** above.
- 3.6.3** When teachers use any part of a short-term sick leave day they may access their top-up bank to top up their salary to 100%. For clarity, one day in a top-up bank may be used to top-up ten days of STLDPT 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.

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- 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 STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

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

4.1 Sick Leave Benefit Plan

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

4.2 Sick Leave Days

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

4.3 Short-Term Leave and Disability Plan (STLDP)

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

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

4.4 Teacher Pension Plan Implications

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

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

4.5 Eligibility and Allocation

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

disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

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

4.6 Administration

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

examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

4.7 Long Term Disability (LTD)

- 4.7.1** The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 4.7.2** Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 4.7.3** The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **4.7.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 4.7.4** All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 4.7.5** The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 4.7.6** The school boards shall enroll all teachers, identified in paragraph **4.7.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.
- 4.7.7** The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **4.7.4** above represented by the Association with LTD Claim kits.
- 4.7.8** The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the

Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.

- 4.7.9** The Association shall consider requests by the Dufferin-Peel, Huron-Superior, and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **4.7.8** above, unless otherwise agreed to by those school boards and the respective local units of the Association.
- 4.7.10** The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
- 4.7.11** The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **4.7.9** above.
- 4.7.12** The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.
- 4.7.13** School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 4.7.14** School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 4.7.15** School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays one hundred percent (100%) of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 4.7.16** LTD is separate and distinct from STLDP and sick leave. An unsuccessful LTD claim does not preclude a teacher from receiving STLDP and sick leave.

5. RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN

- 5.1** Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the **Letter of Agreement #2**) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
- 5.2** A Teacher eligible for a Sick Leave Credit retirement gratuity in accordance with **5.1** above, may request a payout of his/her gratuity by no later than May 31, 2016. The payout shall be made by August 31, 2016.
- 5.3** The payout for teachers under the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of 7.87%

and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.

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

6. PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

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

6.3 Diagnostic Assessment

- 6.3.1 Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant with Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).
- 6.3.2 Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

7. BENEFITS

- 7.1 The Parties have agreed to participate in the OECTA ELHT, as set out in the appended **Letter of Agreement #5**. The date on which the board and the bargaining unit commence participation in the Trust shall be referred to herein as the "Participation Date".
- 7.2 In accordance with section 4.1.4 i) of Letter of Agreement #5 the Board will continue to provide benefits in accordance with the existing terms and conditions of the collective agreement related to life, health and dental benefit plans in effect as of August 31, 2014 until the Participation Date. Subsequent to the Participation Date, the board will cease to provide such benefits and the related collective agreement language shall cease to

have effect. Notwithstanding the above, the board's obligation to provide pay in lieu for benefits to daily occasional teachers as per the local collective agreement shall continue.

8. EARNED LEAVE PLAN

- 8.1** The following program is applicable to all permanent teachers.
- 8.2** OECTA bargaining units must elect between the following provision and the pre-existing attendance-related earned leave program, but shall not receive benefit under both. Such election shall be resolved prior to ratification of local collective agreements at these boards. If an OECTA bargaining unit elects a pre-existing attendance-related earned leave program, the program shall not be bargained or otherwise changed.
- 8.3** This program shall not diminish any right or entitlement under any other unpaid leave provision or practice in effect as of August 31, 2014.
- 8.4** The board will communicate no later than October 15, 2015, the 2014/2015 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.5** For the 2015-16 school year, each permanent teacher with a rate of absenteeism less than or equal to the greater of: the 2014-15 board average (as calculated in **8.4** above) minus one (1) day; or seven (7) days, shall be provided with one partially-paid day (PPD) off reimbursed at the occasional teacher rate of pay and access to one voluntary unpaid day leave of absence.
- 8.6** For each subsequent year, the process outlined in **8.4** and **8.5** above continues with the appropriate adjustment in the school year dates.
- 8.7** The targets in **8.5** above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.
- 8.8** PPDs and unpaid days earned under **8.5** or **8.6** can be accumulated to a maximum of six (6) days.
- 8.9** Two (2) PPDs under **8.5** or **8.6** can be combined for a paid day (PD) off at full salary.
- 8.10** Part-time teachers, teachers who were hired after the commencement of the school year, and teachers that returned from WSIB and LTD, must have worked for at least ninety-seven (97) days in the school year to be eligible. In this case, the calculation per **8.5** and **8.6** above shall be pro-rated based on the number of days worked compared to the number of school days in the year.
- 8.11** By October 15 of the applicable year, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under **8.5** through **8.9**.
- 8.12** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.

- 8.13** Access to leave days is available at any time during the school year.
- 8.14** Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
- 8.15** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.
- 8.16** The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

- 8.16.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;
 - 8.16.2** The government/employer will be obligated to match these contributions;
 - 8.16.3** The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
 - 8.16.4** The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and the Income Tax Act.
- 8.17** The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.
- 8.18** Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.
- 8.19** Leave day(s) requests are processed on a "first come, first served" basis.
- 8.20** Request for leave days on scheduled Professional Activity days shall not be denied.
- 8.21** Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).
- 8.22** All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.
- 8.23** Leave days shall not be subject to calendar restrictions.

9. RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

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

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

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

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

11. BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)

- 11.1 Should any 2012-2014 collective agreement (including practices thereunder, Letters of Intent or Understanding, Minutes of Settlement, or other memoranda) contain superior board level joint staffing committee provisions to any central or local term, or conditions that are otherwise not addressed in central or local terms, those provisions shall endure and prevail.
- 11.2 The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.
- 11.3 The committee shall be comprised of equal numbers of members to be appointed by the Association and the school board respectively, not to exceed six (6) members in total.
- 11.4 The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.
- 11.5 The committee co-chairs shall draft agenda and discussion items collaboratively.
- 11.6 At a minimum, the JSC shall meet at least once in each quarter as follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.
- 11.7 Discussion items and functions shall include but are not limited to:
- Enrolment
 - Class size
 - Existing staffing model and staff allocation
 - Monitoring compliance with respect to Ministry/collective agreement staffing requirements
 - Making recommendations on and monitoring the implementation of new programs/initiatives

- 11.8** The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:
- Information necessary to monitor compliance with staffing requirements
 - Financial information that has been publicly approved by the Board
 - The number of teachers employed by the school board and changes to the numbers so employed
 - Class sizes as at September 30th of each school year
 - Continuing Education programs and related staffing
 - NTIP
 - Professional learning and Learning to 18 reforms
 - E-learning
 - Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
 - Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers
- 11.9** The School Board shall provide this information to the members of the JSC and the Association no later than seventy-two (72) hours prior to JSC meetings unless otherwise agreed.

12. RECALL RIGHTS

- 12.1** The parties agree that Local boards will increase the length of time contained in their local collective agreements providing rights to recall by an additional two (2) years.
- 12.2** For any board collective agreement that does not provide recall rights, that board shall provide for rights of recall for a period of two (2) years.
- 12.3** By mutual agreement, local parties may negotiate changes to any aspects of recall rights other than the duration of an employee's recall rights.

13. WSIB TOP-UP

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

14. PREGNANCY LEAVE SEB PLAN

- 14.1** Teachers eligible for Employment Insurance while on pregnancy leave shall receive 100% of salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child. This amount shall be received without deduction from sick leave or short term disability coverage. The amount paid by the school board for the eight (8) week period shall be equal to the teacher's annual salary divided by the number of school days in a school year (194 days), less the amount the teacher receives from Employment Insurance.
- 14.2** Teachers not eligible for Employment Insurance while on pregnancy leave will receive 100% of salary from the employer for a total of not less than eight (8) weeks, with no deduction from sick leave or short term disability coverage. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time. When the birth of the teacher's child occurs in a non-work period, she will

nevertheless be provided with payment for the 2 week waiting period as part of the 8 week SEB.

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

15. STATUTORY LEAVES OF ABSENCE/SEB

15.1 Family Medical Leave or Critically Ill Child Care Leave

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

Supplemental Employment Benefits (SEB)

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

16. PAID LEAVES OF ABSENCE

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

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

17. HIRING PRACTICES

17.1 Hiring Practice

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

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

17.1.1 Seniority

Seniority as an Occasional Teacher shall commence on the most recent date of hire to the Occasional Teacher Bargaining Unit and shall continue uninterrupted thereafter.

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

- 17.1.2.1** The Roster shall provide, in decreasing order of seniority, the names of the Occasional Teachers, the most recent date of hire to the Occasional Teacher Bargaining Unit (seniority date), and experience.
- 17.1.2.2** For the purpose of establishing the order of the Roster, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be broken according to the following criteria and in the following order, based on the greater experience:
 - 17.1.2.2.1** Experience accrued as a member of the Occasional Teacher Bargaining Unit, defined as the total number of days worked since the most recent date of hire to the Bargaining Unit (seniority date);
 - 17.1.2.2.2** Teaching experience as a certified teacher in Ontario;
 - 17.1.2.2.3** Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.
- 17.1.2.3** The Board shall provide the Roster, as at September 1st of each school year, to the Bargaining Unit and shall distribute a copy of the Roster to each teacher worksite by Sept 30th of each school year. The Board shall post the Roster on the OECTA bulletin board at each work site.

17.1.3 The Hiring of Occasional Teachers in Long Term Assignments:

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

- 17.1.3.1** A Long-Term Occasional Teacher Placement List (the "LTO List") shall be generated through the following processes:
 - 17.1.3.1.1** Any Occasional Teacher having a minimum of ten (10) working months seniority and having worked a minimum of 20 days in that period from the most recent date of hire, may apply to be interviewed for placement on the LTO List.
 - 17.1.3.1.2** Occasional Teachers who are recommended by the Board following an interview for placement on the LTO List, shall be assigned to the LTO List.
 - 17.1.3.1.3** Following the interview, occasional teachers not placed on the LTO List, who make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - 17.1.3.1.4** There shall be a minimum of two (2) interview cycles each year to place Occasional Teachers onto the LTO List. These shall occur in November, and May or as mutually agreed to between the Board and the Association. Where there is mutual agreement between the Board and the Association, the number of interview cycles may be increased.
- 17.1.3.2** The School Board in which the Long-Term Occasional position is needed will hire, according to Regulation 298, one of five Occasional Teachers from the LTO List who apply and most closely match the following requirements in the following order:
 - 17.1.3.2.1** Supernumerary/Redundant teachers in order of seniority.
 - 17.1.3.2.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the Occasional Teacher on the LTO List who holds the required qualifications for the position, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.

- 17.1.3.2.3** A board shall not offer to any person a LTO assignment of greater than thirty (30) school days unless a notice of the position has been posted on the board's website for at least three (3) weekdays. Each posting shall be directed to all members of the Roster.
- 17.1.3.2.4** If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the LTO List, the qualified Occasional Teacher as per **17.1.3.2.2** above.
- 17.1.3.2.5** In the event that no qualified Occasional Teacher on the LTO List accepts the assignment or there is no qualified Occasional Teacher on the LTO List for the assignment, the Board shall fill the Long Term assignment from the Roster.
- 17.1.3.2.6** Hire a new teacher who is not on the Roster.
- 17.1.3.3** LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:
 - 17.1.3.3.1** Without interviewing, the Board shall offer the position to one of the five (5) most senior qualified occasional teachers from the LTO List who are available for the assignment.
 - 17.1.3.3.2** In the event that the chosen occasional teacher identified turns down the assignment, then the Board shall offer the position to another of the five (5) in **17.1.3.3.1** above. If necessary, the Board shall offer the position to each of the five (5), in order to fill the position.
 - 17.1.3.3.3** The process outlined in **17.1.3.3.1** and **17.1.3.3.2** above remains unchanged should there be less than five (5) qualified occasional teachers from the LTO List who are available for the assignment.
 - 17.1.3.3.4** Should the position remain unfilled after the process above, the Board shall repeat the process outlined in **17.1.3.3.1** and **17.1.3.3.2** above, with the next five (5) most senior qualified teachers from the LTO List who are available, until the position is filled.
 - 17.1.3.3.5** If no qualified occasional teachers from the LTO List are available or the position remains unfilled after **17.1.3.3.4** above, the Board shall utilize the same procedure outlined above, relying on the Roster to fill the position.
 - 17.1.3.3.6** If no qualified occasional teachers from the Roster or LTO List are available or the position remains unfilled after **17.1.3.3.5** above, the Board shall then fill the position externally (outside the bargaining unit) without restriction.
 - 17.1.3.3.7** Available occasional teacher shall be defined as an occasional teacher who has not already been assigned to another LTO position during the term of the LTO assignment being filled by this process.
 - 17.1.3.3.8** The Board shall provide all information related to such assignments in accordance with Article **18** - Information Disclosure to the Occasional Teacher Local Unit, as applicable.
- 17.1.4** The Hiring of Occasional Teachers to Permanent Teaching Positions:
 Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the LTO List will be hired into permanent teaching positions in the following manner:
 - 17.1.4.1** Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration, and received a positive evaluation* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;

- 17.1.4.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the LTO List, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.
- 17.1.4.3** The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.
- 17.1.4.4** Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

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

18. INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT

- 18.1** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:
 - 18.1.1** The absent teacher's name, assignment and school;
 - 18.1.2** The start date of the assignment and the duration;
 - 18.1.3** The name of the occasional teacher or individual filling the absence;
 - 18.1.4** The date/time the job was posted;
 - 18.1.5** The date/time the job was filled;
 - 18.1.6** The name of any certified teacher not on the occasional teacher roster, employed to fill a teacher absence;
- 18.2** Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis:
 - 18.2.1** The name of any teacher on a Temporary Letter of Approval;
 - 18.2.2** The name of any individual on a Letter of Permission;
 - 18.2.3** The name of any uncertified person employed to replace an absent teacher.
- 18.3** The Board shall provide to the Occasional Teacher Bargaining Unit:
 - 18.3.1** Commencing September 1, 2015, the current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.
- 18.4** Commencing September 1, 2015, for each LTO and permanent position, the Board shall provide the following information to the Occasional Teacher Bargaining Unit President:
 - 18.4.1** The job posting at the time the posting is circulated in the system;
 - 18.4.2** The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
 - 18.4.3** The list of interviewees for LTO positions greater than thirty (30) days and permanent positions, within three (3) weekdays of the closing of the posting;

- 18.4.4** The name of the successful candidate within three (3) weekdays of the successful applicant being selected;
- 18.4.5** In boards where the above information in **18.1** through **18.4** is provided more expeditiously, the boards shall continue to do so.

19. ACCESS TO INFORMATION

- 19.1** School Boards and the Ministry of Education will continue to respond to requests for information and current data, pertinent to the education sector, in a timely manner.
- 19.2** By August 15 of each school year, every school board shall collect and provide to the Ministry of Education, OECTA and OCSTA electronic data regarding sick leave usage and other paid leave usage for all teachers during the prior school year. This shall be provided in aggregate by panel.
- 19.3** Boards authorize the Ministry of Education to provide all the financial and non-financial information collected through the Education Financial Information System (EFIS) to OECTA and OCSTA.

20. CENTRAL DISPUTE RESOLUTION PROCESS

- 20.1** The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement. OCSTA and/or the Association may seek a decision through final and binding arbitration to resolve any difference arising from the interpretation, application or administration of any central term of the collective agreement, using the following process:
 - 20.1.1** OCSTA and the Association shall agree on a list of three (3) arbitrators who agree to participate and who are able to provide the parties with a list of available dates that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable the parties shall agree to a replacement(s) in order to maintain a complement of three (3) arbitrators. The initial selection and the replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.
 - 20.1.2** The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2014 to August 31, 2017 and for the 2017- 2018 school year.
 - 20.1.3** The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.
 - 20.1.4** Within 30 working days of becoming aware of a matter giving rise to a dispute, a party shall provide notice of the dispute and refer it to the following informal process:
 - 20.1.4.1** A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.
 - 20.1.4.2** Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable

statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.

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

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

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

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

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

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

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

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

20.1.10 Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.

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

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Changes to FTE Status Pilot Project

Changes in Full-Time Equivalent Status (FTE)

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

1. Increases in FTE Status

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

2. Decreases in FTE Status

Full-Time to Part-Time

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

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

LETTER OF AGREEMENT #2

Re: RETIREMENT GRATUITIES

Retirement Gratuity

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

Non-Vested Retirement Gratuity for Teachers

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

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

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

Y = accumulated sick days (as of August 31, 2012)

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Health and Safety

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

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

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

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

1. The Parties agree to establish a provincial health and safety committee no later than thirty (30) days after ratification of central terms. The committee will be comprised of four (4) representatives from the Ontario Catholic School Trustees' Association (OCSTA) and four (4) representatives from the Ontario English Catholic Teachers' Association (OECTA). Each Party will appoint a co-chair from their representatives. The committee will meet no less than four (4) times annually to discuss health and safety matters important to the sector.
2. The committee will identify best practices as they relate to health and safety initiatives.
3. Without limiting the foregoing, the committee will consider the following substantive matters:
 - a) Occupational health and safety training, including training for occasional teachers;
 - b) The Provincial Model for a Police/School Board Protocol including securing of classrooms as it relates to occasional teachers;
 - c) Reporting mechanisms for workplace harassment, discrimination and violence;
 - d) Health and safety considerations in high risk areas of the school; and
 - e) Any other health and safety matters raised by either party.
4. The committee will create a resource document that identifies and develops effective health and safety practices and promotes these practices to school boards. This resource is intended to build upon the work of local boards and joint health and safety committees, while respecting the jurisdiction of existing local structures and the legal obligations of the parties under applicable legislation.
5. Without limiting either party's rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

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

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

- and -

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

- and -

The Crown

RE: Benefits

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

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

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

1. PRINCIPLES

- 1.1** The Trust will be governed by trustees appointed by the OECTA ("the employee trustees") and trustees appointed by OCSTA and the Crown acting together ("the employer trustees");
- 1.2** The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3** Services provided by the Trust to be available in both official languages, English and French;

- 1.4 Other employee groups in the education sector may join the Trust by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1, will develop an affordable and sustainable benefits plan that is based on the funding available to the other employee group(s).

2. **GOVERNANCE**

2.1 **Board of Trustees**

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

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

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

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

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

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

3. **ELIGIBILITY AND COVERAGE**

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

data and administrative requirements. The Trustees will develop a plan based on the level of funding that the group brings to the Trust.

- 3.2 Any new group that requests inclusion into the Trust will be provided a generic branding for their respective benefit plans.
- 3.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.4 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation Date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.5 No individuals who retire after the Board Participation Date are eligible.
- 3.6 The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.7 Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4. **FUNDING**

4.1 **Negotiated Funding Amount, Board Contributions**

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 By December 31, 2015, the Board will calculate the annual amount of a.i) divided by a.ii) which will form the base funding amount for the Trust;

a.

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

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

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

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

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

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
 - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.
- 4.1.5** All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the

OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.

On any material matter relating to sections 4.1.2 a. and 4.1.4, OECTA or OCSTA can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.

- 4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo with full disclosure to the local unit but if these funds are directed to the funding of other benefits or benefit services they shall be collected by the board and provided annually by March 30 to the Trust in addition to the amounts as set out in section 4.1.2.
- 4.1.7** Sixty days prior to the Participation Date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8** The Board shall deduct premiums as and when required by the Trustees of the OECTA ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OECTA ELHT with supporting documentation as required by the Trustees.
- 4.1.9** Any other cost sharing or funding arrangements are status-quo to the local collective agreement, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.10** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.3.0 and 3.4.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2 Start-Up Costs

- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a

Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.

- b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.

4.2.2 The Trust shall retain rights to all data and licensing rights to the software systems.

4.2.3 The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.

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

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

- ii. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

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

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

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

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

4.3 Interim Benefits Coverage

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

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

5. SHARED SERVICES

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

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

- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.
- 5.2 **Trustees**
- 5.2.1 The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:
- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
 - b. The annual reports of the auditors and actuaries.
 - c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
 - d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding Policy;
 - j. The Investment Policy and changes to the Investment Policy;
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 5.2.2 Despite 5.2.1, the Additional Trustees shall not vote on the adoption of the initial Benefit Plan design.
- 5.2.3 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund claims stabilization or other reserves; and/or
 - b. Improve plan design; and/or
 - c. Expand eligibility; and/or
 - d. Reduce member premium share.
- 5.2.4 Under the Funding Policy, actual and projected funding deficiencies (per s.6.1) of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds; and/or
 - b. Increased member share premium; and/or
 - c. Change plan design; and/or
 - d. Cost containment tools; and/or
 - e. Reduced plan eligibility; and/or
 - f. Cessation of benefits, other than life insurance benefits.

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

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

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

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

6. ACCOUNTABILITY

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

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

7. TRANSITION COMMITTEE

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

8. ENROLMENT

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

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

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

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

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

9. Errors and Omissions

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

-
- 9.2** If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3** Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4** The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon 30 days written notice.
- 10. Claims Support**
- 10.1** The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2** Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.
- 11. Privacy**
- 11.1** In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 12. PAYMENTS**
- 12.1** The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

LETTER OF AGREEMENT #5**Appendix A – HRIS File**

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

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

Appendix B

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

Medical Certificate

Part 1 – Employee - please complete following:

(Employee Name)

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

I hereby consent to the completion of this form by:

(Treating Medical Practitioner's Name)

- ☐ 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 s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

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

☐ Non-occupational illness/injury

☐ Occupational illness/injury

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

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

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

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

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

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

☐ unable to return to work at this time

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

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

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

Part 3 – Medical Practitioner – please complete the following:

COGNITIVE LIMITATIONS AND/OR RESTRICTIONS <input style="float: right;" type="checkbox"/> N/A				
Please describe <u>cognitive</u> 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: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>				
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: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown </div>				
Recommendations for work hours and start date: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours </div>				Start Date: _____ (dd/mm/yyyy)
Next appointment date to review Limitations and/or Restrictions: _____ <div style="text-align: right;">(dd/mm/yyyy)</div>				

Part 4 - Medical Practitioner – please complete the following:

PHYSICAL LIMITATIONS AND/OR RESTRICTIONS <input type="checkbox"/> 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: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>			
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify) _____	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify) _____	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify) _____	Lifting from floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 - 10 steps <input type="checkbox"/> Other (please specify) _____		
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify): _____	<input type="checkbox"/> Work at or above shoulder activity: _____ -	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____	<input type="checkbox"/> Limited use of hand(s): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Left <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other </div> <div style="width: 45%;"> Right <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> </div>
<input type="checkbox"/> Operating motorized Equipment	<input type="checkbox"/> Environmental Exposure to: (heat, cold, noise)	<input type="checkbox"/> Chemical exposure to: _____	<input type="checkbox"/> Exposure to Vibration: Whole body Hand/arm
Other (Please describe) _____			
Prognosis - From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown			
Recommendations for work hours and start date: <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>	
Next appointment date to review Limitations and/or Restrictions: _____ <div style="text-align: center;">(dd/mm/yyyy)</div>			

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

PART B – LOCAL TERMS

PREAMBLE

Whereas the Teachers and the Board share common Christian values pertaining to the exercise of their responsibilities towards God and their neighbour;

Whereas it is the common goal of the Board and the Teachers to provide the Catholic students of this Region with the best possible educational program in accordance with Board policy;

Whereas to achieve that common goal it is essential that the Board and the Teachers maintain the harmonious relationship which exists between them;

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

PART I - GENERAL

ARTICLE I - ABBREVIATIONS

1.01 The York Catholic District School Board shall be referred to as "The Board".

1.02 This agreement shall apply to all teachers as defined in Part X.I of the *Education Act*, who are employed by the York Catholic District School Board to teach but does not apply to instructors such as International Languages and Occasional Teachers. The teachers to which this agreement applies who are members of the Local Bargaining Units of O.E.C.T.A. shall be referred to as "The Teachers".

1.03 The Teachers' Qualifications Evaluation Council of Ontario shall be referred to as "Q.E.C.O.".

1.04 The Ontario English Catholic Teachers' Association shall be referred to as "O.E.C.T.A.".

ARTICLE II - RECOGNITION

2.00 The provisions contained herein shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic separate school boards under the BNA Act 1867.

2.01 The Board recognizes O.E.C.T.A. as the exclusive bargaining agent of all teachers employed by the Board in accordance with Article 1.02 and recognizes that O.E.C.T.A. Provincial has empowered the Local Bargaining Units to act as its agent. Hereinafter the Local Bargaining Units shall be referred to as "The Unit".

2.02 The terms of this Agreement are subject to the provisions of the *Ontario Labour Relations Act*, S.O., 1995, c.1, sch.A.

2.03 (a) Effective September 1, 1998, the Board shall deduct annual dues in amount directed by O.E.C.T.A. in equal amounts over twenty pay periods commencing September 1 and ending June 30 in each school year. The deducted dues shall be forwarded to the General Secretary of O.E.C.T.A. or by electronic transfer to a bank determined by the Association within thirty (30) days of the dues being deducted.

2.03 (b) The payment to O.E.C.T.A. shall be accompanied by a list entitled "Dues Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.

2.03 (c) Prior to June 30 the Executive of O.E.C.T.A. shall notify the Board of the appropriate levy to be deducted during the immediately following school year. If no such notification is given prior to June 30, it shall be assumed that the amount of the levy previously being deducted by the Board is to remain in force during the immediately following school year. Such levy shall be determined as a percentage of gross salary and be deducted from each pay and forwarded to the Unit within 30 calendar days of the deduction. The Unit and O.E.C.T.A. agrees to indemnify the Board against any claims that may be made against it as a result of the Board making such deduction(s).

2.03 (d) The payment shall be accompanied by a list entitled "Levy Submission". The list will include the names, annual salary and dues deducted to date and in the pay period. The Board shall provide the information in electronic form.

2.04 (i) The Board shall provide the Unit by the last day of February, with the computer printouts entitled "Total Teacher Placement and Total Teacher Salary as of January 31st of the current year".

2.04 (ii) In order to facilitate the negotiating process, each party shall furnish the other with any data/information requested pertaining to the positions tabled by said party.

2.04 (iii) The Board will provide "unaudited" copies of the TCH8 form as of September 30, January 31, March 31 and June 30th to the authorized teacher representatives. These forms will be provided within a reasonable period of time following receipt of said forms from the schools. The Board does not accept any responsibility for the accuracy of these "unaudited" copies of the TCH8.

Any audited versions (as per dates specified above) will be forwarded when available.

2.04 (iv) The Board will provide to the authorized teacher representatives on a twice-annual basis, a list of all individuals on letters of permission and teachers on leaves of absence as of October 31st and March 31st in each school year.

2.05 Board services and facilities may be used for association activities as approved by the Director of Education. Subject to Article 9.13 hereof, O.E.C.T.A. activities shall be conducted outside the normal school day. This clause shall not be construed to prevent the communication of information concerning O.E.C.T.A. matters in break periods during the normal school day.

ARTICLE IIA - RIGHTS OF THE PARTIES

2A.00 Subject to 2B.00, no teacher shall be disciplined or discharged without just cause. This clause is not applicable where the Board's action is for denominational reasons.

2A.01 (a) When the Board or its agents take disciplinary action against a Teacher, the Teacher shall be informed in writing of the reasons for the taking of such action.

2A.01 (b) If the Teacher who has been disciplined is not in attendance at the Teacher's place of work, the Board's obligation to provide written reasons may be fulfilled by sending such written reasons by registered mail addressed to the Teacher's last known address on record with the Board.

2A.02 A teacher, prior to meeting with a representative from a third party agency, for example the Children's Aid Society or police services, on Board property shall be notified of the following:

- a) The names of the third party individuals seeking the meeting and the agency that they represent; and,
- b) The teacher's right to request Association representation, of their choice, during the meeting.

2A.03 Save and except to the extent modified or limited by any provision of this Agreement, the right to manage the business of the Board and its schools is vested solely and exclusively, without limitations, in the Board and its agents.

2A.04 The maximum number of school days in any school year shall not exceed 194 days. The Board will consult the Branch Affiliates with regards to both the number and the distribution of Instructional and Professional Development Days.

If the Board is authorized to, and does, commence a school year the week prior to September 1 of any given year the number of school days shall still not exceed 194 days. Annual salary and allowances (if applicable) shall be based on the salary grid for the forthcoming school year. It is understood that the school year commences either on the first day that the pupils are required to attend or on the day that is declared by the Board to be a Professional Development Day.

2A.05 Two professional activity days will be designated for the purpose of assessment and completion of report cards at the elementary level. One (1) PA day shall be provided at least one week prior to the date that first term report cards are due and an additional PA day shall be provided at least one week prior to the date that second term report cards are due.

2A.06 The Board recognizes its obligations to provide a safe healthy environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

ARTICLE IIB - GRIEVANCE AND ARBITRATION PROCEDURE

2B.00 There will be a lesser standard for discharge of a probationary teacher. That standard is that it is not done in an arbitrary, discriminatory or bad faith fashion and is not patently unreasonable having regard to the legitimate requirements and expectations relating to the position of a teacher with the Board.

2B.01 (a) A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Agreement.

2B.01 (b) No teacher shall be subjected to intimidation, reprisals or discrimination because of involvement in a grievance.

2B.01 (c) Throughout each step of the grievance procedure, timeliness is of the essence. The time limits may be extended by the written consent of the parties.

2B.01 (d) If a meeting is held between the teacher(s) and the school board representative(s), the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliate.

2B.01 (e) In order that all grievances may be settled as fairly and as promptly as possible the following procedure shall be adhered to:

Step One

2B.01 (f) Every teacher, accompanied or not by the Unit representative of choice may, if so desired, try to solve the matter at the level at which it has arisen. The teacher shall have fifteen working days from becoming aware of a difference arising out of the interpretation, application, administration or alleged violation of this agreement to make known and attempt to solve the matter at the level at which it has arisen.

If necessary, the Unit representative shall be released from teaching duties for the time required to meet with the appropriate school board representative. The teacher shall be provided a response in writing within five (5) school days of the meeting.

Step Two

2B.02 (a) If the matter is not to be considered as settled on the basis of the response provided in Step One the teacher shall refer the matter to the Unit Executive.

A grievance may then be referred in writing to the Employee Relations Officer. The written statement of the grievance shall contain a brief statement of the problem, the articles or clauses violated and the redress sought.

The grievance must be referred to the Employee Relations Officer within sixty (60) school days of the written response in Step One.

2B.02 (b) Within ten (10) school days of receipt of the grievance, a meeting shall occur which is mutually acceptable to the appropriate representatives of the parties.

2B.02 (c) The Employee Relations Officer shall provide the written response to the Unit Executive within five (5) school days of the meeting date.

Step Three

2B.03 (a) If the grievance is not to be considered as settled on the basis of the answer provided in Step Two (b), the School Board must be notified by the local executive within five (5) school days of receipt of the Step Two answer, that the Unit Executive wishes to refer the grievance to a Board of Arbitration and shall indicate the name of its appointee to the Board of Arbitration.

2B.03 (b) Within five (5) school days of receipt of the above-mentioned notification, the Employee Relations Officer shall notify the Unit Executive of its appointee.

2B.03 (c) If either party to this Agreement fails to name an appointee or if both appointees fail to select an impartial chairperson within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.

2B.03 (d) The decision of a majority of the Arbitration Board is the final and binding decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs. The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

2B.03 (e) Each party shall pay:

- (i) the fees and expenses of its own appointee; and
- (ii) one-half the fees and expenses of the chairperson.

Executive Grievance:

2B.04 If either of the parties to this Agreement consider that this Agreement is being misinterpreted or violated in any respect by the other party, the matter will be put in the form of an executive grievance and discussed between representatives of the local Affiliate and the Superintendent of Human Resources within ten (10) school days of notification by the other party. If the matter is not settled in writing within ten (10) school days of such discussions, either party may refer the matter to arbitration in accordance with Step Three of the grievance procedure. The notice to the Education Relations Commission shall contain the complete grievance and the redress sought. It shall list those clauses alleged to have been violated.

2B.05 (a) Notwithstanding Article 2B.03 above, the local executive or the E.R.O., may, in the notice given to the other party pursuant to Article 2B.03(a) referring any grievance to arbitration, propose that such arbitration be dealt with by a single arbitrator. The other party shall within five (5) school days of receipt of such notice reply in writing stating whether arbitration by a single arbitrator is acceptable.

2B.05 (b) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is acceptable, the parties shall endeavour to agree upon the selection of a single arbitrator. If the parties fail to select a single arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the written request of either party.

2B.05 (c) A single arbitrator shall have all the powers of a Board of Arbitrators as provided in this Agreement, and the provisions herein with respect to such a board shall apply to a single arbitrator, with the necessary changes being made.

2B.05 (d) If, in the reply referred to in (a), the other party states that arbitration by a single arbitrator is not acceptable, then in such reply such other party shall name its appointee to the Board of Arbitration which is to arbitrate the matter. Thereafter the parties shall proceed with the matter in accordance with this Agreement as if it had been submitted originally for arbitration by a Board of Arbitration pursuant to Article 2B.03(a).

Summary Arbitration:

2B.06 (a) Any matter, excluding those related to Articles 2.01, 2A.00, 2B.00 and 7.05, may by mutual consent of the Unit and the School Board be referred to summary arbitration.

2B.06 (b) A notice signed jointly by the authorized representatives of the parties attesting to such agreement shall be sent to the Minister of Labour along with the notice of arbitration.

2B.06 (c) Any grievance referred to summary arbitration shall be heard by a single arbitrator.

2B.06 (d) The arbitrator must hear the grievance expeditiously and render the decision at the earliest possible date.

2B.06 (e) The parties request that the arbitrator hear the grievance on its merits before rendering a decision on a preliminary objection unless the arbitrator can settle the objection at that moment. In this case, the arbitrator shall subsequently base the decision on the objection.

2B.06 (f) The arbitrator's decision must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. This decision may not be cited or used by anyone as regards to the arbitration of any other grievance unless this grievance is related to an identical dispute between the same board and the same Unit Executive and deals with the same facts and clauses.

ARTICLE III - CATEGORIES

3.00 Subject to the other provisions of this Article III:

3.01 (a)(i) Teachers commencing employment with the Board on or after September 1, 2004 shall have their category placement determined by Q.E.C.O. Programme 5; and

3.01 (a)(ii) Teachers already in the employ of the Board on September 1, 2004 may stay on Q.E.C.O. Programme 4 or may opt to have their category placement from and after that date determined by Q.E.C.O. Programme 5.

3.02 Teachers are required to file copies of all qualifications and experience with the Board which are to be used for category placement for salary purposes. New Teachers hired shall be paid according to the qualifications filed and declared by the Teacher in writing at the time of accepting the position.

3.03 Interim Certificates of Qualification, Certificates of Qualification (Limited) or (Restricted) or (Limited, Restricted) shall be equated to Category A1 until such time as they are evaluated under Q.E.C.O.

3.04 Any qualifications not evaluated herein shall be appraised by the Director and placed at the appropriate level. The Unit will be informed of all placements on a regular basis.

3.05 A Teacher who during the school year confirms successful completion before the beginning of that school year of a condition for a higher salary is entitled to a salary adjustment retroactively to September the first of that year provided that the teacher has presented the Q.E.C.O. evaluation and/or the statement of experience to Administration by January 15th of the same school year.

3.06 Where a teacher is hired by the Board after September 1st in any one year and the Teacher does not have a Q.E.C.O. rating, the Teacher will be paid on the level as agreed by the Director. Retroactive pay adjustment will be made if the Q.E.C.O. rating is received by the Board by the fifteenth (15th) day of the fifth (5th) month from the date of hiring.

ARTICLE IV - COMMUNICATIONS

4.01 Except as specifically provided elsewhere in this Agreement, all correspondence between the Board and the Unit arising out of this Agreement, or incidental thereto, shall pass between the offices of the Unit and the office of the Human Resources department or designate.

ARTICLE V - NON-FIXED SALARIES

5.01 Salaries for all teacher positions of responsibility not fixed by the terms of this Agreement are to be established by agreement of the Board and the elected Executive Officers of the Unit through the appropriate President. Failing such agreement, this matter shall be determined by arbitration under Article 2B.03 or Article 2B.04 hereof, as the case may be.

5.02 Where the Board directs a Teacher to take a course or attend an in-service conference, the Board shall pay the tuition or registration fees, as the case may be. Where such course or conference is held outside the City of Toronto or the Regional Municipality of York, the Board shall defray the legitimate expenses incurred by the Teacher in accordance with Board policy.

PART II – SALARY

Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:

ARTICLE VI - TEACHER GRIDS

6.01 (a) Commencing Pay Date September 1st 2014

YR	B/AO	A1	A2	A3	A4
0	38,005	42,914	44,341	48,247	50,522
1	41,437	46,437	48,198	52,472	55,148
2	44,458	49,458	51,535	56,135	59,182
3	47,480	52,480	54,869	59,798	63,214
4	51,530	56,530	59,279	64,631	68,488
5	54,604	59,604	62,678	68,362	72,598
6	57,682	62,682	66,074	72,098	76,706
7	60,760	65,760	69,474	75,823	80,816
8	65,101	70,101	74,208	81,011	86,482
9	68,233	73,233	77,666	84,810	90,665
10	71,372	76,372	81,129	88,606	94,844

Commencing Pay Date September 1st 2015

** See Part A – Central Terms Article 2 - Lump Sum Payment*

YR	B/AO	A1	A2	A3	A4
0	38,005	42,914	44,341	48,247	50,522
1	41,437	46,437	48,198	52,472	55,148
2	44,458	49,458	51,535	56,135	59,182
3	47,480	52,480	54,869	59,798	63,214
4	51,530	56,530	59,279	64,631	68,488

5	54,604	59,604	62,678	68,362	72,598
6	57,682	62,682	66,074	72,098	76,706
7	60,760	65,760	69,474	75,823	80,816
8	65,101	70,101	74,208	81,011	86,482
9	68,233	73,233	77,666	84,810	90,665
10	71,372	76,372	81,129	88,606	94,844

Commencing Pay Date September 1st 2016

YR	B/AO	A1	A2	A3	A4
0	38,385	43,343	44,784	48,729	51,027
1	41,851	46,901	48,680	52,997	55,699
2	44,903	49,953	52,050	56,696	59,774
3	47,955	53,005	55,418	60,396	63,846
4	52,045	57,095	59,872	65,277	69,173
5	55,150	60,200	63,305	69,046	73,324
6	58,259	63,309	66,735	72,819	77,473
7	61,368	66,418	70,169	76,581	81,624
8	65,752	70,802	74,950	81,821	87,347
9	68,915	73,965	78,443	85,658	91,572
10	72,086	77,136	81,940	89,492	95,792

Commencing Pay Date 98TH Day of 2016/17 School Year

YR	B/AO	A1	A2	A3	A4
0	38,577	43,560	45,008	48,973	51,282
1	42,060	47,136	48,923	53,262	55,977
2	45,128	50,203	52,310	56,979	60,073
3	48,195	53,270	55,695	60,698	64,165
4	52,305	57,380	60,171	65,603	69,519
5	55,426	60,501	63,622	69,391	73,691
6	58,550	63,626	67,069	73,183	77,860
7	61,675	66,750	70,520	76,964	82,032
8	66,081	71,156	75,325	82,230	87,784
9	69,260	74,335	78,835	86,086	92,030
10	72,446	77,522	82,350	89,939	96,271

See Appendix G for Pay Dates

Method of Payment:

6.02 (a) Teachers employed for the full school year:
Twenty six (26) payments will be made during a twelve month period commencing on the first Thursday of the school year and bi weekly thereafter. Teachers leaving the employ of the Board shall be paid any salary owed on the effective date of termination if it occurs during the school year or at June 30th in the case of a retirement or resignation taking effect at the end of the school year.

6.02 (a)(i) The amount of pay per two week period shall be as follows:

September - June each pay is 3.85%*

July - August each pay is 3.27%

**Note: The first pay in December shall be 6.07% of salary*

6.02 (a)(ii) The salary shall be deposited at the electronic network bank branch of the teacher's choice.

6.02 (b) Teachers employed for part of a school year:

The Unit and the York Catholic District School Board agree to the following: the gross salary for teachers employed for part of a school year will be calculated on a per diem rate of 1/194 of gross salary in accordance with Article III, VI, VII.

The following mechanism shall be used:

1) A teacher who commences work after the first scheduled day of the school year, but prior to December 30th of that year, shall receive all on grid salaries as per schedule outlined in the Collective Agreement minus the number of days not worked to be deducted from the first scheduled payment as per the following formula:

$$\frac{A}{(194)} \times \text{Gross Salary} = \text{Salary}$$

A = the number of days not worked

2) A teacher who commences work after December 30th of the school year, because he/she is a new hire to the Board or is returning from an unpaid leave of absence, shall receive all on grid salaries they are entitled to, as per the schedule outlined in the Collective Agreement. Such salary shall be adjusted based on gross salary minus the number of days not worked to be deducted in equal amounts from each scheduled payment as per the following formula:

$$\frac{A}{(194)} \times \text{Gross Salary} = \text{Salary Adjustment Deduction}$$

A = the number of days not worked

NOTE: This amount will be less than the usual pay with the deductions averaged over the remaining pay periods.

3) The deductions to a teacher's scheduled payment, as per paragraph (1) of this article, will occur in equal amounts. A note referencing the salary adjustment deduction will appear as a miscellaneous item on the teacher's earning statement.

4) In the event that a Teacher leaves the employ of the Board prior to the end of the school year, the Teacher shall receive all on grid salaries as per schedule outlined in the Collective Agreement and the last payment shall reflect the total payment based on the following formula:

$$\frac{B}{(194)} \times \text{Gross Salary} = \text{Salary}$$

B = the number of days worked

5) The teacher shall be informed in writing at the time of hiring of the per diem rate and calculations of payment. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

NOTE: If in any school year, the number of school days is more than the divisor (194) then, that number shall be used as the divisor for that school year as per Ontario Regulation 304.

6.02 (c) The parties agree that Teachers going on a leave of absence will:

- 1) Stay on the salary grid 6.01 (b) .. no adjusted grids
- 2) Receive the same % for each pay period as prescribed in 6.02 (a)
- 3) Notwithstanding the above, the last payment shall reflect the total payment

$\frac{(\text{Number of days worked}) \times \text{the Yearly Salary}}{194}$
--

4) The teacher shall be informed in writing, prior to the leave, of the per diem rate and calculations of payment at the time of leave notification. A copy of this information will be forwarded to the Unit with the written consent of the teacher, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*.

NOTE: If in any school year, the number of school days is more than the divisor (194) then, that number shall be used as the divisor for that school year as per Ontario Regulation 304.

Salary Reduction:

6.03 By virtue of this Agreement there will be no automatic reduction of any salary without the consent of both parties, except in regard to positions of responsibility.

PART III – POSITIONS OF RESPONSIBILITY

Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:

ARTICLE VII - POSITIONS OF RESPONSIBILITY

7.01 Responsibility Allowance:

The following allowances will apply for the 2014-2017 collective agreement.

7.01 (a)

Responsibility Allowance		Sept 1 st 2014	Sep 1 st 2015	Sep 1 st 2016	98 th day of 2016-17 school year
Dept Head	Year 1	\$5,060	\$5,060	\$5,111	\$5,137
	Year 2	\$5,463	\$5,463	\$5,518	\$5,546
	Year 3	\$5,861	\$5,861	\$5,920	\$5,950
Minor Dept Head		\$3,371	\$3,371	\$3,405	\$3,422

Assistant Head		\$2,534	\$2,534	\$2,559	\$2,572
Coordinator		\$8,851	\$8,851	\$8,940	\$8,985
Supervisor		\$7,796	\$7,796	\$7,874	\$7,913
Consultant		\$6,747	\$6,747	\$6,814	\$6,848
Special Programs Teacher		\$4,639	\$4,639	\$4,685	\$4,708
Program Resource Teacher		\$4,639	\$4,639	\$4,685	\$4,708
Divisional Programs Teacher		\$2,003	\$2,003	\$2,023	\$2,033
Community Service Officer		\$5,901	\$5,901	\$5,960	\$5,990
Teacher-In-Charge		\$1,222	\$1,222	\$1,234	\$1,240
Schools with a Vice-Principal	Full Day	\$58	\$58	\$59	\$59
	Half Day	\$29	\$29	\$29	\$29
Divisional Chair	7 teachers or less	\$1,284	\$1,284	\$1,297	\$1,303
	8 teachers or more	\$1,448	\$1,448	\$1,462	\$1,469
Limited Assignment		1/200	1/200	1/200	1/200

7.01 (b) A teacher appointed to a position of responsibility in an acting capacity shall be paid the responsibility allowance attributable to that position of responsibility for the period of time such teacher holds the said position.

7.02 (a) Where the Board eliminates a position of responsibility, the allowance for that position shall be paid for up to four months after elimination, not to extend beyond June 30th.

7.02 (b) Where the Board demotes a teacher from a position of responsibility the allowance for that position shall cease to be paid effective the date of demotion.

7.03 In the event of a change in responsibility of a teacher (other than as set out in 7.02 above) the salary of the teacher will be adjusted in relation to the change in responsibility. Where such adjustment would lead to a reduction in salary, the teacher's salary immediately prior to the change in responsibility shall be frozen until such time as the teacher can be placed on the salary and allowance structure applicable to the new position of responsibility without loss.

7.04 Nothing in this Article shall prevent the Board from immediately demoting a teacher from a position of responsibility for just cause.

ARTICLE VIII - PROBATIONARY PERIOD

8.01 A newly hired teacher to the Board shall be subject to a one year probationary period. Newly hired teacher shall include those new to the teaching profession; those new to the Board but with prior teaching experience and a teacher rehired by the Board, exclusive of recall.

8.02 The probationary period shall be calculated without counting any leaves of absence in excess of twenty working days, taken for any purpose.

PART IV - EMPLOYEE BENEFITS

Shall be in accordance with Part A - Central Terms Article 3 of this collective agreement and in addition, the following:

ARTICLE IX - TEACHER'S SICK LEAVE / SHORT TERM LEAVE AND DISABILITY PLAN (STLDP) AND RETIREMENT GRATUITY PLAN

9.01 The Board shall administer the plans to be known as:

- 1) Teacher's Sick Leave / Short Term Leave and Disability Plan (STLDP)
- 2) The Retirement Gratuity Plan (1969); and (1970).

9.01 (a) The Director shall be responsible for keeping a record of sick days, STLDP days, top-up days, and deductions therefrom.

9.01 (b) The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the Sick Leave / STLDP and the Retirement Plan under this Agreement hereinafter referred to as the Plans.

Part IV (A): Sick Leave Plan

9.02 During the fall term, and upon leaving the employ of this Board, each teacher must be provided with a statement of the number of sick leave / STLDP and top-up days.

9.02 (a) All teachers of the Board shall be included under this plan.

9.02 (b) Teachers appointed on a part-time basis shall be included under this plan and shall be entitled to prorated benefits. The benefits will be calculated on the percentage of time worked.

9.02 (c) Each eligible employee shall be entitled to have 100% of the unused portion of sick leave days transferred annually for top-up of STLDP days.

9.02 (d) After the sick leave of eleven (11) days has been used in any school year, each employee shall have access to one hundred and twenty (120) days under the STLDP. These days shall be paid at 90% of salary except in those cases where top-up days are available in accordance with Part A - Central Terms, Article 3.

9.02 (e) A teacher's absence for illness for a period of:

- (i) the Superintendent of Human Resources may require, in writing, certification by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery, in the event of an absence of five (5) consecutive

working days or less. The teacher will be reimbursed for any reasonable fee required to be paid for the certification within 30 days of submitting the receipt to the Superintendent of Human Resources and in accordance with Part A - Central Terms, Article 3.

(ii) over five consecutive working days must be certified by a licensed medical practitioner, or if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be an exemption at the discretion of the Director.

(iii) it is the responsibility of the teacher to provide this evidence to the Board within the five (5) days after returning to duty. The Board may require the teacher to be examined by a medical practitioner of the Board's own choice and at its expense in accordance with Part A - Central Terms, Article 3, at any time before allowance for sick leave is given or while benefits from the plan are being received.

9.03 Where a teacher ceases to be employed by the Board, or is employed for part of a year:

9.03 (a) a teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement;

9.03 (b) deductions shall be made from a teacher's sick leave / STLDP days for the number of days of absence because of illness and in accordance with Part A - Central Terms, Article 3. No salary payment shall be made to the Teacher for absence beyond the number of sick leave / STLDP days.

9.03 (c) the Board shall provide, on a regular basis, to O.E.C.T.A. - York Unit a list of teachers who have been absent for more than 11 consecutive days in accordance with Part A - Central Terms, Article 3. Teachers who are enrolled in the Long Term Disability Plan will be identified on the list.

Part IV (B): Retirement Gratuity Plan (1970)

Shall be in accordance with Part A - Central Terms Article 5 of this collective agreement and in addition, the following:

9.05 The Board shall pay to each Teacher who retires on pension or disability allowance pursuant to *Teachers' Pension Act*, or to a teacher's estate in the event of the teacher's death, a gratuity based on the unexpended portion of the teacher's sick leave credits accumulated with the Board and computed in accordance with the following formula:

1 year of service 1% of leave credits x 1/200 of annual salary

2	"	2%	"	"	"
3	"	3%	"	"	"
4	"	4%	"	"	"
5	"	5%	"	"	"
6	"	6%	"	"	"
7	"	7%	"	"	"
8	"	8%	"	"	"
9	"	9%	"	"	"
10	"	10%	"	"	"
11	"	12%	"	"	"
12	"	14%	"	"	"
13	"	16%	"	"	"
14	"	18%	"	"	"
15	"	21%	"	"	"
16	"	24%	"	"	"
17	"	27%	"	"	"
18	"	30%	"	"	"
19	"	33%	"	"	"
20	"	36%	"	"	"
21	"	39%	"	"	"
22	"	42%	"	"	"
23	"	45%	"	"	"
24	"	48%	"	"	"
25	"	50%	"	"	"

Retirement Gratuity Plan (1969)

9.05 (a) Any teacher on staff at June 30, 1969 shall have the teacher's sick-leave accumulated and retirement gratuity calculated on the plan in force on such date.

9.05 (b) All teachers on staff at December 31, 1982 shall benefit from the Retirement Gratuity Plan (1969) or the Retirement Gratuity Plan (1970) as the case may be. All teachers coming on staff on or after January 1, 1983 shall be eligible to accumulate sick leave credits and receive a Retirement Gratuity as per 9.05. Such gratuity shall not exceed \$10,000.00.

Part IV (C): Leave of Absence with Salary

Personal Leaves:

9.06 The Board shall grant a leave of absence to a Teacher for personal reasons, other than the day immediately before or after March Break and the Christmas Break and as noted herein. Such leave must be applied for at least two weeks in advance of the day or days of absence. Each teacher shall be granted one day per school year. If the day is not taken it will only be carried into the next school year worked. The time taken shall no longer be deducted from the teacher's sick leave in accordance with Part A – Central Terms, Article 16.

Note: In the event of a temporary, unavoidable shortage of supply teachers, the Board may, upon consultation with O.E.C.T.A. limit the number of requests for this leave on any given day. This shall not affect the interpretation of Article 13.03.

9.06 (a) The Board shall grant a leave of absence to a Teacher required to be absent for personal reasons beyond the control of the teacher, with the prior approval of the Principal and the Director. It is understood that a teacher who is unable due to the urgency of the matter to obtain prior approval may assume permission without penalty other than loss of sick leave /STLDP days or loss of pay if the leave is not granted as determined by the Superintendent of Human Resources. This leave is not to exceed two (2) school days in the school year and is to be accessed for the

following reasons:

- (i) caring for a member of the teacher's immediate family in case of serious illness when the teacher has been unable to obtain other proper care for such member;*
- (ii) specialist's or dentist's appointment that cannot be obtained outside the school day;*
- (iii) inclement weather where the teacher is unable to reach the school(s) from the teacher's place of residence because of impassable roads, and the teacher is also unable, because of impassable roads, to report for duty to the nearest Board school.*
- (iv) attending the teacher's own graduation;
- (v) when a teacher has responsibility in the organizational aspects of artistic, athletic, or cultural activities at the provincial, national or international levels;
- (vi) moving to a new place of residence when it cannot be done on a week-end or holiday.

*Additional days are available for (i), (ii), (iii) in accordance with Part A, Article 16, to a maximum number of 5 days per school year including 9.06.

Paternity Leave:

9.07 A male teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of five days for needs directly related to the birth of his child.

Adoption Leave:

9.08 Any teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of five days for needs directly related to the adoption of a child within Canada.

9.08 (a) Any teacher shall be granted a special leave, with salary and no deduction from sick leave, to a maximum of ten days for the needs directly related to the adoption of a child outside of Canada.

Workers' Compensation:

Shall be in accordance with Part A - Central Terms Article 13 of this collective agreement and in addition, the following:

9.09 It is agreed that when a member of the teaching staff is eligible for and received approval of payment of Workers' Compensation:

- (i) the Workers' Compensation payment received shall be remitted the Board;
- (ii) the Teacher shall receive full salary from the Board;
- (iii) there shall be no deduction of sick leave from the teacher.

9.09 (a) If a meeting is held between the teacher(s) and the school board representatives, the teacher(s) shall have the right to be accompanied by a member of the teacher(s) Affiliate.

Jury Duty/Subpoena:

9.10 When a teacher is required to be absent because of jury duty or subpoena, the teacher shall be subject to neither loss of salary nor deductions from sick leave. Fees receivable shall be turned over to the Board, excluding legitimate expenses incurred.

Quarantine:

9.11 When a teacher is absent due to quarantine or other order of medical health authorities.

Professional Purpose:

9.12 When a teacher is absent, with Board approval, for professional purposes, such as conferences, workshops, examinations and other activities approved by the Board, the teacher shall be granted time off without loss of salary or sick leave and with payment of expenses as approved by the Board.

Unit Executive Duties:

9.13 When a teacher is absent to perform O.E.C.T.A. executive duties (excluding the executives referred to in Article 9.20) with Board approval, the teacher shall be granted time off for such professional purposes without loss of salary or sick leave. The Unit shall reimburse the Board for the occasional teacher cost incurred within 30 days of receiving the Board's invoice.

9.13 (a) Notwithstanding the exclusion referred to above in Article 9.13 of the collective agreement with respect to the executives referred to in Article 9.20, it is understood and agreed that such executives, if on a half time leave, may apply under Article 9.13 for up to three (3) half day leaves per school year for provincial duties.

Compassionate Leave:

Shall be in accordance with Part A - Central Terms Article 15 of this collective agreement and in addition, the following:

9.14 (a)(i) When a teacher is required to be absent because of the critical or chronic illness of a member of the teacher's immediate family, the teacher is granted up to three teaching days without loss of salary. The illness must be confirmed by letter to the Director from a medical doctor or a member of the clergy. Longer absence, if absolutely necessary, will be subject to the approval of the Director.

9.14 (a)(ii) Upon request full time teachers shall be granted a part time assignment for a period of no less than one month and less than a full school year in order to tend to a critical or chronically ill member of their immediate family. Requests are to be made in writing to the Superintendent of Human Resources.

9.14 (b)(i) When a teacher is required to be absent because of the death of a member of the teacher's immediate family, the teacher may be granted up to five consecutive days without loss of salary. Immediate family is defined as a spouse, parent, parent-in-law, child, brother, sister or grandparent.

9.14 (b)(ii) In instances where the absence is because of the death of the teacher's spouse, parent or child, the teacher shall be eligible for up to five additional consecutive days without loss of salary.

9.14 (c) When a teacher is absent because of the death of a relative outside the teacher's immediate family or a close friend of the family, the teacher shall be allowed up to one day for attendance at the funeral.

9.14 (d) In cases where a teacher needs additional time beyond the time allowed for compassionate leave, the Director shall be allowed to use discretion in allowing additional time. It is understood that a teacher who is unable, due to the urgency of the matter, to obtain prior approval may assume permission without any penalty, other than loss of salary if leave with salary is not granted.

Part IV (D): Leave of Absence with Loss of Salary

Miscellaneous Leave:

9.15 A teacher may be granted a leave with loss of salary for the following reasons:

- (i) Lawyer or real estate appointment;
- (ii) Attending graduation of a relative or close friend;
- (iii) Attending as president or senior executive officer at a meeting or function of a federation, lodge, service club, church council, alumni association or recognized community organization;
- (iv) Running as a candidate in an election;
- (v) Participating in or coaching at tournaments;
- (vi) Attending a festival of the arts in which the teacher is a participant;
- (vii) When a teacher is a member of a municipal council and is required to be present at a special meeting.

Family medical leave will be in accordance with Part A, Central Terms, Article 15 and the *Employment Standards Act*, as amended, and as modified below.

9.15 (a) A teacher may apply (in writing to the Superintendent of Human Resources) for a family medical leave without pay for up to eight weeks. Such leave shall be taken in periods of entire weeks. A letter from a physician indicating that the family member has a serious medical condition with a significant risk of death within a period of twenty-six weeks must confirm the terminal illness.

9.15 (b) If a teacher is required to serve the two-week waiting period before receiving Compassionate Care Benefits under Employment Insurance, the teacher shall receive an allowance upon appropriate verification to the Board. This allowance shall be the same amount as the teacher received in benefits from Human Resources and Skills Development Canada for a two-week period.

9.16 A teacher may apply for an extended leave. Such leave shall be granted for personal reasons up to 5 working days. The Director or designate may grant up to an additional five (5) working days without pay, upon the written request of a teacher.

9.17 Teachers, other than probationary teachers, who following completion of the Elimination Period are receiving benefits under the group long term disability plan, shall be granted a special leave of absence without pay for up to a period of 48 consecutive months immediately following the completion of the Elimination Period. Subject to the aforesaid maximum of 48 consecutive months, such special leave will not be for a lesser period than, in the opinion of a duly qualified medical practitioner, is necessary for the recovery of the Teacher concerned.

PART V - PREGNANCY / PARENTAL / ADOPTION LEAVES

Shall be in accordance with Part A - Central Terms Article 14 of this collective agreement and in addition, the following:

Part A: Pregnancy / Parental

9.17AI: Leave within Employment Standards Act timeliness:

9.17AI (i) Pregnancy and Parental Leaves will be in accordance with the Employment Standards Act, Section 34-45 (copy of sections annexed hereto as Appendix "C") except as modified by the provisions below:

9.17AI (ii) A Teacher shall apply for Pregnancy and/or Parental leave(s) in writing to the Superintendent of Human Resources. A letter from a physician indicating the approximate date of confinement must accompany the application. The teacher should make such application at least two months prior to the commencement of the leave(s) in order that a suitable replacement may be found.

9.17AI (iii) A Teacher returning from a Pregnancy and/or Parental leave shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.

9.17 AI (iv) A teacher taking a Pregnancy leave or a Parental leave tied to adoption, who is subject to a waiting period of at least two weeks before receiving Employment Insurance benefits shall receive an allowance upon appropriate verification to the Board. This allowance shall be the same amount as the teacher received in benefits from Human Resources Skills and Development Canada for a two week period. For the purpose of this allowance, only one employee of the Board can identify themselves as the adopting parent.

9.17 AI (v) Teachers beginning their pregnancy leave would access a Supplemental Employment Benefit (SEB) plan which would supplement the Employment Insurance benefits. This plan would consist of the following parameters:

- (a) Employees would be required to prove that they had applied for and were in receipt of Employment Insurance benefits in order to receive payment under the plan.
- (b) The SEB would pay the difference between the teacher's Employment Insurance benefit and their scheduled salary for the period of 10 weeks following initial receipt of Employment Insurance Benefits.
- (c) There would be no deduction from the sick leave.

9.17AII: Extended leave for the remainder of the contractual year

9.17AII (i) Upon request of the Teacher entitled to the leave(s) as set out above, the Board shall grant a leave of absence without pay for the remainder of the contractual year in which such leave(s) expire. This request, in writing to the Superintendent of Human Resources, shall be made at the time of the notification of pregnancy leave.

9.17AII (ii) Upon completion of the extended leave as set out in (i) above the teacher shall be assigned to the position the teacher held or would have held had such a leave(s) not occurred.

9.17AIII: Leave of absence for an additional year

9.17AIII (i) Upon request of the Teacher entitled to the leaves as set out in AI and AII, the Board shall grant a leave of absence to a Teacher for an additional school year.

9.17AIII (i)(a) Teachers requesting a leave of absence, for an additional year, are encouraged to advise the Superintendent of Human Resources of their intentions, as early as possible in the staffing process for the upcoming school year. Such application shall not be made later than May 31 in the year of the extended leave.

9.17AIII (ii) A Teacher, returning from a Leave of Absence of an additional year shall be assigned to the school from which the leave commenced.

9.17B: General Principles Applicable to Above

9.17B (i) The Board shall continue to pay its contribution to the benefit plans provided for in

Article XI for the duration of Pregnancy and/or Parental leave taken in accordance with the Employment Standards Act. Where a further leave of absence beyond that in the Employment Standards Act has been granted by the Board, a teacher shall not be entitled to the Board's premium contribution to the benefit plans but a teacher on such further leave may, where permitted by the carrier thereof, apply for the continuation of benefit plans the teacher had at the time of going on the Pregnancy and/or Parental leave.

9.17B (ii) Seniority as per Article XIX shall continue to accumulate during such leaves as set out above.

9.17B (iii) The Board's obligation to reinstate a teacher ends at the expiration of the period(s) provided for in the Employment Standards Act unless the teacher has requested a further leave of absence as set out above.

9.17B (iv) In the best interests of education, teachers shall attempt to arrange the return from a Pregnancy and/or Parental leave with the commencement of a school term.

9.18 The Board shall provide, on a regular basis to O.E.C.T.A. - York Unit a list of teachers who intend to retire or resign or have been granted a Board approved leave of absence.

PART VI - LEAVES

Part VI (A): Unit Leaves

9.19 With the approval of the Director of Education, leaves of absence without loss of salary or sick leave credit shall be granted to members of the teachers' negotiating committee for the days required to participate in negotiations. The Unit shall reimburse the Board for the occasional teacher cost incurred within 30 days of receiving the Board's invoice. It is understood that coverage of the teacher(s) duties shall be by an occasional teacher and not by a teacher regularly employed by the York Catholic District School Board.

Unit Release Time:

9.20 (a) Upon the request in writing of the York Unit of O.E.C.T.A., the Board shall grant a half-time or a full-time leave of absence for one school year at a time to: (i) the teacher who is President of the York Unit (being also the President of one of the branch affiliates) and/or (ii) the teacher who is President of the other branch affiliate of the York Unit, and/or (iii) two other teachers designated by the Unit.

9.20 (b) Such requests for leave of absence shall be submitted in writing to the Director of Education prior to May 31st for the following school year. If a half time leave of absence is requested, the parties shall agree to the method of implementation. Failing such agreement, the leave will be granted on the basis of a half day, every school day.

9.20 (c) No sick days / STLDP days shall be credited to such teacher(s) during such leave but any unused sick days prior to such leave shall be available to such teacher(s) on resumption of the full-time employment with the Board.

9.20 (d) The seniority of such teacher(s) shall continue to accumulate during the period of such leave of absence.

9.20 (e) Teachers returning from a leave for Unit business shall be reassigned to the same school from which the leave commenced for the coming year, provided the Board is notified in

writing prior to April 30th of the year in progress of the return for the coming year. For the purpose of designating the teaching assignment for the coming year the returning teacher will be considered as having been in that school for the duration of the leave.

Reimbursement of Unit Release Time:

9.21 The Unit shall pay the yearly salary and benefits, or half the yearly salary and benefits if the leave is a half-time leave, of the teacher. The Board shall administer such salary and benefits through the normal payroll process. The Unit shall reimburse the Board within 30 days of receiving the Board's invoice.

Part VI (B): Job Sharing

9.22 Job Sharing - Refer to Appendix D

Part VI (C): Special Leave

ARTICLE X - SPECIAL LEAVE

10.01 (a) The Board may, upon written application of the teacher, allow a leave of absence for up to two years for the purposes of study and/or travel, and/or for the care of a family member, and/or for personal regeneration and/or personal or career development.

10.01 (b) Teachers may request a special leave of absence for part of a school year commencing on September 1st and ending January 31st or commencing February 1st and ending on August 31st.

10.01 (c) Teachers returning from a special leave of absence after one year (or after part of a school year) shall be assigned to the position from which the leave commenced.

10.01 (d) Teachers requesting a special leave of absence should advise the Superintendent of Human Resources of their intentions by May 31st for the upcoming school year.

Conditions:

10.02 A teacher may request an extension to their original leave of absence of up to one school year in writing to the Superintendent of Human Resources no later than February 28th in the second year of the special leave of absence.

10.02 (a) A teacher returning from the extended special leave of absence shall not have the right of return to the school from which the original special leave commenced.

10.03 The Board is not obliged to pay any salary but the teacher shall retain their standing on the salary grid without increment for that year.

10.04 A teacher on leave may at their option continue to participate in one or more of the benefit plans at the teacher's own expense if permitted by the plan.

10.05 (a) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board shall grant part time teachers access to the Board's Occasional Teacher list.

10.05 (b) Subject to the York Catholic District School Board and York Occasional Teachers Local of O.E.C.T.A. Collective Agreement, the Board may grant teachers on a leave of absence access to the Board's Occasional Teacher list.

PART VII – GROUP INSURANCE BENEFITS

Shall be in accordance with Part A - Central Terms Article 7 of this collective agreement and in addition, the following:

ARTICLE XI - GROUP INSURANCE BENEFITS

11.01 Board pays 80% of premium for dental and group life. The Board pays 100% of premium for major medical.

11.01 (a) The maximum amount payable per person for paramedical services is \$1,250 in any calendar year.

11.02 Major Medical: a vision care rider of \$400 per family member (100% recovery) every two years shall be included in this plan.

11.03 Group Life Insurance for an amount equal to 3 times the Teacher's grid salary plus allowances, the result adjusted to the next higher \$1,000 (if not already a multiple of \$1,000) subject to a maximum benefit of \$500,000, plus accidental death and dismemberment to a maximum benefit of \$500,000.

11.04 The Board shall administer and pay 80% of the premiums of the dental plan to include orthodontic option, and these added restorative options: gold foil restorations, metal inlay restorations, retentive pins, porcelain inlay, crowns, post and core, metal transfer coping, pontics, retainers - inlay only, crowns, retentive pins in abutments.

11.05 The teachers will pay 100% of the premiums of the long term disability plan. The Board shall administer such plan.

11.05 (a) A teacher who has received retroactive long term disability benefits shall reimburse the Board for any salary overpayment within thirty days of receipt of the first long term disability benefits cheque. The Board may, in extenuating circumstances, agree to a repayment plan.

11.06 The teachers acknowledge that the Board is not an insurer of the benefits provided by the insurance plans named in Sections 11.01, 11.02, 11.03, 11.04 and agree that the Board's obligation to pay for any teacher the portions of the premiums referred to in the said sections shall not arise until the teacher has executed and returned to the Board any appropriate application forms for coverage that may be required.

11.07 The Board shall provide the Branch Affiliates with the master policies for all insurance plans provided for in this Agreement as well as any revisions that may be made to them from time to time.

11.08 Subject to agreement by the carriers of the benefit plans the changes to the group insurance plans provided for in Article 11 shall be effective as of January of each year.

11.09 The Board may change the carrier of any benefit plan upon prior notice of any possible change to the Local Bargaining Units and provided that any benefits provided by such other carrier are at least equivalent. Where the Board solicits a change of carrier the Board shall submit a copy of the specifications to the Unit as well as a copy of the specifications provided by the chosen carrier, if different.

11.10 (a) If approved by the insurance underwriters, a teacher who retires from the Board

prior to age 65 may retain membership in any of the group benefit plans to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group contracts.

11.10 (b) The spouse of a deceased teacher may continue coverage under any of the group benefit plans (excluding life) retained by the teacher prior to death, under the following criteria:

- i) the spouse pays the full premium cost of any group benefit;
- ii) coverage may be continued until such a time as the deceased teacher would have attained the age 65;
- iii) coverage ceases if the spouse remarries.

11.11 Part-time teachers shall be eligible for the insured employee benefits which are available to teachers who teach full-time and which are set out in sections 11.01, 11.02, 11.03, 11.04 and 11.05.

11.12 The portion of premium cost for insured employee benefits to be paid by the Board for a part-time teacher shall be determined as follows:

Percentage of time worked by a part-time teacher	X	Board share of premium costs for a full-time teacher's insured employee benefits.
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The remainder of the premium cost shall be paid by the teacher.

ARTICLE XII – EXPENSES

12.01 A travel allowance of \$0.49/kilometer or Board Policy whichever is greater shall be paid to coordinators, consultants, supervisors, itinerant teachers, co-op teachers, members of secondary school subject councils and special education teachers traveling to IPRC/Case Conferences.

Any teacher required to travel and not covered by the above, can apply to the Board and receive a T2200-Conditions of Employment form, or equivalent for income tax purposes.

12.02 The Board shall establish specific regulations pertaining to travel allowances. These regulations shall be available at all work sites with a copy to the Unit.

12.03 Teachers are to be reimbursed for school related expenses approved by the Principal. It is understood that prior written approval for any such expenditure will be obtained from the Principal and the suitable proof will be provided following the disbursement.

PART VIII – STAFFING AND WORKING CONDITIONS

ARTICLE XIII - STAFFING

13.01 Where a new program is to be implemented, if the Board does not provide a specific in-service training, a teacher may request consultative help.

13.02 The Board recognizes the intrinsic value of the services provided by the teacher. In keeping with this, it is the intent of the Board that the work day shall be so arranged as to afford each teacher a fair and equitable workload.

Supervision for the arrival and/or departure of students shall be arranged in a manner which does not unduly extend the teachers duties beyond the instructional day.

13.03 The Board is committed to maintaining a sufficient supply of occasional teachers on an ongoing basis.

Part A - Working Conditions Committee:

13.04 In an effort to solve problems in a mutually beneficial fashion, the Board and Teachers recognize the establishment of a Working Conditions Committee to deal with Teacher concerns arising from Teacher workload.

13.04 (a) The Director of Education and the President of the Unit shall each appoint two members to the Working Conditions Committee. The appointment shall be of persons other than themselves and will provide for alternates and a resource person.

13.04 (b) The Working Conditions Committee shall convene, at the request of either party, to consider problems concerning teacher workload.

13.04 (c) If the Committee is unable to resolve the concern, the issue shall be referred to the Director.

Part B – Working Conditions:

13.05 The Board recognizes that the proper functioning of a resource centre is of vital importance to the optimum execution of the school program. In keeping with this, it is the intent of this Board that:

13.05 (a) All schools shall be assigned a minimum of one half time teacher-librarian.

13.05 (b) Schools with an October 31st enrolment of 600 pupils or more shall be assigned a full time teacher-librarian.

13.05 (c) All secondary schools shall have a full time teacher-librarian.

13.05 (d) Teacher librarians will not be assigned to provide preparation time coverage to teachers.

13.06 The Board recognizes that educational assistants are to be employed only according to the policy outlined in Appendix "B" and when approved by the Director.

13.07 (a) The Board in exercising its responsibility for assigning teachers, shall take into account the needs of the school system, the particular characteristics of the individual school, the special requirements of the classes within a particular school, including the presence of children who have been identified by an I.P.R.C. as exceptional students or students with other needs, the qualifications, aptitudes, and preferences of the teachers employed by the Board, when determining class sizes and class composition.

13.07 (b) The Board undertakes to staff the school system in such manner as to preclude excessive assignments for any teachers.

13.08 (a)(i) The Board shall provide, in every school, adequate personal workspace for French Second Language teachers.

13.08 (a)(ii) Where practical and possible, the Board shall provide a classroom in each school for the teaching of French.

13.08 (a)(iii) For the assignment of Educational Assistant time, during the elementary school day, students with special needs present in an FSL class shall be given the same consideration for support, as is being considered for any other time period/subject.

13.08 (b)(i) The Board shall provide adequate space within every school for the delivery of ESL and/or other Itinerant Resource programming.

13.08 (b)(ii) The Board shall provide, in every school, adequate personal workspace for ESL teachers.

13.09 (a) Supervision time in the elementary panel shall not exceed a total of:

- 60 minutes per week.

This will be prorated for part-time teachers.

13.09 (b) Secondary supervision is limited to cafeteria duty, bus duty and on-calls.

13.10 While this Collective Agreement is in force the system wide pupil-teacher ratio will not exceed:

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The above PTR will be reduced each year to include teachers hired as a result of the Provincial Primary Class Size Reduction Initiative and additional teachers allocated in accordance with the PDT agreement for 2008-2012. If this funding becomes incorporated into the classroom teacher foundation grant, then this reduction will become permanent.

For purposes of calculating the number of teachers generated, the full-time equivalent enrolment as of the date specified above, in all grades under the jurisdiction of the Board will be divided by the number specified. Heritage Language Instructors (including instructors who are members of the Ontario Teacher's College) are excluded for the term of this agreement.

Chaplains and/or Chaplaincy team members (who are members of the Ontario College of Teachers) are included for the term of this agreement.

13.10 (a) Provided there is no amendment to section 170.1 of the *Education Act*:

i) Each school year, the minimum classroom teaching staff allocated to each elementary school under the Board's jurisdiction shall be sufficient to ensure that the average class size of its classes does not exceed twenty six (26) full time equivalent pupils.

ii) Each school year, the minimum classroom teaching staff allocated to each secondary school under the Board's jurisdiction shall be sufficient to ensure that the average size of its classes does not exceed twenty three (23) full time equivalent pupils.

(iii) In accordance with the terms of the Provincial Discussion Table (PDT) agreement, a secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

13.10 (b) Within the limits of the number of teachers generated and allocated to the school pursuant to this Article, the Principal shall staff the school so that the following maximum class sizes are not exceeded:

DIVISION	MAXIMUM CLASS SIZE OCTOBER 31
JK	23
SK	25
GRADE 1, 2	29
GRADE 3	31
JUNIOR	31
INTERMEDIATE	32

Where it is planned that students from a self-contained special education class/centre are to be integrated into a classroom, such students shall be counted in determining the maximum class size.

In the case of a class which contains students in grades 3 and 4 or 6 and 7, the maximum number shall be that for the grade of the majority of the students in the class.

13.10 (c) The Staffing and Excess Procedures as currently agreed to by the Board and OECTA, shall be the procedures upon which elementary and secondary schools shall be staffed. It is understood that in advance of release of the Staffing and Excess Procedures, the Board and OECTA will meet to mutually determine amendments, as necessary.

13.10 (d) A pupil teacher contact of 170 shall be used as a guideline when determining staff allocation within each secondary school. The date upon which to calculate a teacher's pupil teacher contacts shall be October 31st in the first semester and March 31st in the second semester. Notwithstanding the PTC guideline of 170, it is recognized that there are situations where that number may be exceeded.

13.10 (e) There shall be a Board/Teacher Labour Relations Committee. This committee shall operate in accordance with the following terms of reference:

- i) The Board/Teacher Labour Relations Committee will be comprised of eight members which include: 4 OECTA York Unit Release Officers, the Director of Education, Associate Director of Education, Superintendent of Human Resources and another member of Senior Administration as determined by the Board.
- ii) Each party can bring additional resource personnel as required.
- iii) Committee will jointly address:
 - a) Workload
 - b) New initiatives
 - c) Teacher welfare
 - d) Contract Administration
- iv) Committee shall meet on a monthly basis. Additional meetings shall be held by mutual agreement.

13.10 (f) There shall be a School Staffing Advisory Committee (SSAC) at all school sites in both the secondary and elementary panels. It shall be established in every school within the first two weeks of the start of the school year.

13.10 (g)(i) Notwithstanding Article 13.10(f), the Unit does not relinquish any rights pursuant to the collective agreement, including but not limited to Article 2.01.

A. *School Staffing Advisory Committee Function:*

The function of all School Staffing Advisory Committees shall be to advise the principal, within the parameters of the collective agreement, regarding:

- i) school staffing priorities;
- ii) the development of the tentative staffing model for the following school year;
- iii) teacher instructional workload distributions, instructional assignments arising from the distribution of staff within the school and the distribution of the school's Educational Assistant allocation;
- iv) the school supervision arrangements, including lunchtime supervision.
- v) at the secondary level staffing implications of Student Success Initiatives.

B. *Teaching Assignment Preferences:*

All teachers may submit a Teaching Assignment Preference Form to the Principal prior to the pre-excess declaration meeting of the School Staffing Advisory Committee.

C. *Elementary SSAC Composition:*

Elementary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) any vice principals of the school,
- iii) a minimum of three teachers and a maximum of five teachers per school based on the following formula: FTE teachers less than or equal to twenty equals three teachers on committee; FTE teachers less than or equal to thirty equals four teachers on committee; FTE teachers greater than thirty equals five teachers on committee. It is recommended that all divisions within each school are represented by at least one committee member. All members are to be elected by the teaching staff, and if not included in the aforementioned,
- iv) the O.E.C.T.A. School Representative.

D. *Elementary SSAC Meeting Schedule:*

- a) Elementary SSAC's shall first meet prior to September 30th. The Principal shall provide to the committee members at least one day in advance of the meeting, the assignments, supervision schedules, Music, Phys Ed, French, Library schedules and Core Resource Student Rosters.
- b) A meeting shall occur at least two weeks prior to the declaration of excess as outlined in the staffing procedures. The Principal shall provide to the committee members, at least one day in advance of the meeting projected enrolments, staffing allocations, qualifications of teachers, seniority of staff, Teaching Assignment Preference Forms and draft TCH 25's.
- c) An additional SSAC meeting shall occur in June to review the final "Projected September TCH 25". The TCH 25's shall be provided to committee members at least one day in advance of the meeting.
- d) Any additional meetings of the SSAC shall occur, as necessary.

E. *Secondary SSAC Composition:*

Secondary School Staffing Advisory Committees shall consist of:

- i) the principal, who shall chair the committee,
- ii) the vice principal responsible for timetabling;
- iii) one department head elected by the school department heads, during an OECTA meeting of school staff, by September 15,
- iv) two teachers as elected by the staff during an OECTA meeting of school staff by September 15, and if not included in the aforementioned,
- v) one of the O.E.C.T.A. school representatives,
- vi) staff allocation officer.

F. *Secondary SSAC Meeting Schedule:*

- a) The Secondary SSAC's shall first meet prior to September 30th. The Principal shall provide to the committee members at least one day in advance of the meeting, the staffing allocations and Teacher Utilization List.
- b) A meeting shall occur two weeks prior to the start of the second semester in order to review staffing arrangements for the upcoming semester.
- c) A meeting shall occur not later than three (3) school days prior to the declaration of excess as outlined in the staffing procedures. The Principal shall provide to the committee members at least one day in advance of the meeting, projected enrolments, staffing allocations, Special Education class sizes and student rosters and the department section list and the names of all teachers in a department, qualifications of teachers, seniority of staff, Teaching Assignment Preference Forms and the number of sections allocated by department.
- d) An additional SSAC meeting shall occur in June, prior to the final five school days, to review the final "Projected September Teacher Utilization List". The Principal shall provide the Projected September Teacher Utilization list to the committee members at least one day in advance of the meeting.
- e) Any additional meetings of the SSAC shall occur, as necessary.

13.10 (h) The secondary principal shall provide in June, prior to the final ten (10) school days, to every teacher a copy of their draft teacher timetable for both semesters of the coming school year. The draft timetable shall indicate each course and course code of the teacher's assignment.

13.11 (a) Full-time teachers in elementary schools shall be granted release time from classroom instruction, per five (5) day cycle or equivalent, for the purpose of preparation, planning and evaluation. Release time granted shall be a minimum of 240 minutes per week.

See Appendix H for principles and schedule.

13.11 (b)(i) The Board shall provide a full-time teacher in the secondary panel, a teaching load of six credit equivalent teaching assignments per school year.

Unassigned time not covered by 13.11(b)(i) shall be used to provide each teacher, a minimum of 240 minutes of preparation in each week.

The preparation shall be scheduled on the teacher's timetable in blocks of no less than 40 minutes.

13.11 (b)(ii) Notwithstanding the credit workload referred to in Article 13.11 (b)(i) above, it is understood and agreed that teachers may deliver in one class more than one full credit course when teaching co-operative education, music, basic course combined with another course, a special education program or a tutorial. The teacher will only be required to perform one preparation and delivery of classroom program although differentiated evaluations may be required. All excess credits, referred to in 13.11(b)(ii) shall be taught within the time specified in 13.11 (b)(i).

13.11 (b)(iii) Teachers "on-call" in secondary schools shall not be required to cover for teachers absent because of illness, or scheduled absence of more than one day duration, except in the case of emergency or when a supply teacher is not available. Such coverage as is provided by on-call teachers shall be distributed by each school on an equitable basis.

13.11 (c)(i) In one semester, Department Heads in the secondary schools shall be allotted the equivalent of 40 minutes per day release time for administrative duties in addition to that received pursuant to (b) above. In the other semester, other forms of support and release time shall be provided.

13.11 (c)(ii) Minor Department Heads shall be allotted the equivalent of 40 minutes release time every other day for administrative duties in addition to that received pursuant to (b) above. Such allotment of time shall be achieved by removing Minor Department Heads from the on-call

supervisory rotation every other day.

13.11 (d) Secondary school guidance staff, including Co-operative Education teachers delivering Co-op Guidance credits, may be required to fulfil some of their duties during the summer months. It is understood that such days worked during the summer break shall be compensated by lieu time in direct proportion to the time worked and shall not exceed five (5) days.

13.11 (e)

(i) Secondary school Guidance teacher's timetables will consist of both Career Studies and counselling sections. Career Studies will be distributed evenly amongst Guidance department members.

(ii) Guidance department heads' timetables will include one full credit (2 half credits) of Career Studies.

13.12 Each teacher shall receive 40 consecutive minutes for lunch. The school day shall not be extended in order to implement or administer this provision.

13.13 No teacher in a school offering Heritage Language instruction shall be responsible for instruction or supervision of any students during the time that the teacher's class is participating in a Heritage Language class. Notwithstanding the foregoing, the teacher shall be responsible for assigning, prior to the Heritage Language period, meaningful educational tasks, which are a part of the teacher's regular instructional program, to those students not participating in the Heritage Language class. Such tasks may include completion of unfinished assignments, homework, additional reading and study. The teacher shall not be assigned to any duties during the Heritage Language period.

Divisional Chairperson:

13.14 The parties agree to the following for the position of divisional chairperson:

A. Parameters

- a) The number of divisional chairpersons shall be calculated using the Full-time equivalent (F.T.E.) teachers in a school.
- b) The number of teachers in a school is determined by the October 31st F.T.E. student enrolment for that year.
- c) There will be a minimum of 3 and no more than 5 Divisional Chairpersons per school based on the following formula:
 F.T.E. teachers less than or equal to 20 equals 3
 F.T.E. teachers less than or equal to 30 equals 4
 F.T.E. teachers greater than 30 equals 5.
- d) The assignment of divisional chairpersons to their respective divisions will be determined by the Principal.

B. Selection Process

NOTE: An appointment to Divisional Chairperson is effective as of September 1st for a two-year term (where the teacher remains on staff at the school).

1. By no later than August 30th, the principal will confirm with Human Resources the names of Divisional Chairs in the second year of their appointment. Vacancies that will require posting will also be identified.
2. Vacant positions to be advertised internally to the school as of the first day of the school year and posted for 5 school days. Applications submitted to school principal.
3. Principal to submit to Superintendent of Human Resources the names for all Divisional

Chairpersons positions (identifying those continuing into second year of term, as well as new appointments) by September 30th.

4. Written notification to candidate from Human Resources by October 15th.

C. Compensation

A yearly responsibility allowance as outlined in Article 7.01 (a) shall be paid to the teacher appointed as Divisional Chairperson. This allowance is as of September 1st and will be retroactive to that date where the appointment occurs after the start of the school year.

D. Role Responsibilities

1. It is the responsibility of the Divisional Chair to act as a liaison among the teachers in the division and the school administration in reference to the review, development and implementation of programs, related budgets and resources within a division.
2. To co-ordinate:
 - a) programming and program concerns within the division
 - b) divisional activities
3. To advise in reference to the impact of school organization, school activities and new initiatives in the division.
4. The role of the Divisional Chairperson shall not involve the evaluation of staff.

N.B. See **APPENDIX E** for the qualifications of this position.

Teacher In Charge:

13.15 Each elementary school without a vice principal shall have a Teacher in Charge. The Teacher in Charge will be named by the principal from among those teachers who submit their candidacies for the position, and will receive a yearly responsibility allowance as outlined in Article 7.01(a). The Teacher in Charge is responsible only for responding to emergency situations when the principal is out of the school.

A. Role Responsibilities

The Teacher in Charge is responsible for responding to emergency situations when the Principal is not present in the school. Teachers in Charge will fulfil their duties following established school procedures in emergency situations.

Emergency situations are situations which cannot wait until the Principal returns. These emergency situations may include:

1. Student care and discipline:
 - a. injured students – medical emergencies
 - b. missing students – Safe Arrival Program
 - c. discipline situations that cannot be postponed
 - d. indoor / outdoor routine for inclement weather
2. Building Needs – Emergency Procedures:
 - a. Evacuation procedures
 - i) Fire
 - ii) Bomb
 - iii) Toxic Spill
 - b. Maintenance
 - Heating – Electrical – Water Supply

- c. Cancellations
 - i) Bus
 - ii) Early Dismissal
- 3. Staff
 - i) Health and Safety Concerns
 - ii) Absences – uncovered classes
 - iii) Bus Drivers
 - v) Police
 - vi) Press
 - vii) Strangers in the yard or school

N.B. See **APPENDIX F** for the qualifications of this position.

B. Selection Process

NOTE: An appointment to Teacher-In-Charge is effective as of September 1st for a two-year term (where the teacher remains on staff at the school).

1. Prior to May 31st, the Principal will either:
 - i) Confirm with Human Resources the name of their Teacher-In-Charge for the upcoming school year (if teacher is in the second year of their two year appointment and is remaining on staff)
 - ii) Confirm that the position will be posted.
2. Where the Teacher-In-Charge position is vacant, the job will be posted internally to school staff on the first Monday in June (closing the second Monday in June).
3. Applications submitted to the school Principal.
4. The Principal will submit the name of the successful candidate to Human Resources by the third Friday in June.
5. Human Resources will provide written confirmation to the successful candidate by July 15th.

Department Heads

13.16 Role Responsibilities:

1. It is the responsibility of the Department Head to act as a liaison among the teachers in the department and the school administration in reference to the review, development and implementation of programs, related budgets and resources within a department.
2. To co-ordinate:
 - a. Programming and program concerns within the department
 - b. Departmental activities
3. To advise in reference to the impact of school organizations, school activities and new initiatives in the department.
4. The role of the Department head shall not involve the evaluation of staff.

Teacher Professional Development Committee

13.17 There shall be a Teacher Professional Development Committee. This committee shall operate in accordance with the following terms of reference:

1. Committee will be comprised of four members which includes 2 OECTA York Unit Release Officers, the Superintendent of Curriculum & Assessment, and another member of Senior Administration as determined by the Board.
2. Each party can bring additional resource personnel as required.
3. Committee will jointly determine:
 - (i) a process to identify the interests and needs of teachers.
 - (ii) the focus of PA days.
 - (iii) the implementation of ministry initiatives, inclusive of Literacy And Numeracy Secretariat.
4. Committee shall meet a minimum of 5 times per year.
5. The committee shall work by consensus. If consensus is not reached, the issue will be referred to the Labour Relations Committee for resolution.

ARTICLE XIV - TEACHER EVALUATIONS

- 14.01 The Board has the right and the responsibility to employ competent teachers and to establish procedures for determining the teacher's competence.
- 14.02 The Board recognizes that it is in the best interest of Catholic education in the Region that evaluation processes be established and maintained, which are both positive and helpful.
- 14.03 A teacher shall receive a copy of any formal evaluation no later than fourteen (14) days from the date of the visit or from the date of the last visit where a series of visits is involved. A series of visits shall occur within a period of ten (10) working days and include no more than three (3) lessons being observed.
- 14.03 (a) A performance appraisal within a school year shall be completed by May 31st. This time limit does not apply to Article 14.04.
- 14.04 Where a teacher received an evaluation with which the teacher disagrees, the teacher shall have the right to a second evaluation. The teacher must notify the Board within ten (10) school days of receipt of the original evaluation that the teacher desires a second evaluation. The teacher shall receive said second evaluation within fifteen (15) school days.
- 14.04 (a) The Board shall notify a teacher of his/her right to Unit representation and the potential outcome of being placed on review.
- 14.04 (b) A teacher shall only be subject to the Intensive Evaluation Process for criteria directly related to classroom instruction.
- 14.05 The teacher may request a member of the Unit to be present for any discussion with Supervisory Officers.
- 14.06 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 evaluations.
- 14.07 The Board shall make available in each school, copies of the performance appraisal document regarding the evaluation of teachers.
- 14.07 (a) The Teacher Performance Appraisal process, as determined by the parties, shall be the procedure utilized by the Board for teacher evaluation during the term of the agreement. The

parties agree to continue to jointly address, as needed, any changes to the Teacher Performance Appraisal process document in accordance with any legislative changes.

14.08 A teacher on probation shall be evaluated a minimum of once during each year of probation. The provisions of 14.01 - 14.06 shall also apply to evaluations of probationary teachers.

ARTICLE XV - PERSONNEL FILES

15.01 Each teacher shall have the right, upon request and upon the presentation of proper identification, to review the contents of any or all of the teacher's personnel file, including evaluations, as maintained by the Board in the presence of an agent of the Board during regular business hours, otherwise a mutually convenient time shall be arranged. Original documents are not to be removed from Board control. If a teacher requests photocopies of documents in the teacher's file, the Board will provide such copies within three (3) school days and upon payment of a charge of twenty-five cents per page.

15.02 Each teacher shall have the right to object in writing to any item in the file and if the Superintendent of Human Resources decides not to remove the document then such objection shall be attached to the disputed document. No written objection shall be removed from the teacher's file without the teacher's consent.

15.03 No documents, assessments, or written comments which are adverse shall be placed in a teacher's file unless a copy is sent to the teacher.

ARTICLE XVI - TRANSFERS, VACANCIES AND PROMOTIONS

16.01 Where possible and practical teachers' requests for transfer shall be accommodated provided that such requests, in order to be considered for the following school year, must be made to the Board by a date to be determined each school year by the Superintendent of Human Resources, in consultation with the Unit.

16.01 (a) Teachers who have applied for a transfer for five or more consecutive school years without success may apply in writing to the Superintendent of Human Resources, prior to the transfer request form deadline, for assistance from the Board and the OECTA York Unit in obtaining a transfer.

16.01 (b) The list of teachers requesting transfer shall be provided to OECTA York Unit.

16.01 (c) The current seniority list developed since 1992, shall be made available to staff, in the staff room at all schools, during the Transfer and Excess process.

16.01 (d) Teachers requesting a transfer to a particular school shall be granted an interview by the Principal of that school, if a position for which they are qualified is available and they are among the five most eligible in accordance with the following ranked criteria:

- i) Teacher holds the basic qualifications (OCT) for the position
- ii) Board Seniority

16.01 (e) The five interviewees for each opening will be identified by the Human Resources department prior to each round of transfer. Principals shall be responsible for scheduling, conducting the transfer interviews, selecting a teacher from the five interviewees and notifying Human Resources of the successful candidate.

16.02 Where the Board requires that a teacher be transferred, whether for reasons of surplus or otherwise, the teacher shall be informed in writing of the Board's intention to transfer the teacher.

16.02 (a) The transfer shall be discussed with the teacher by a representative of the Board prior to the transfer. A representative of the Unit may attend at the teacher's request.

16.02 (b) Any teacher shall be able to arrange an exchange between schools subject to the exchange being agreeable to the teachers and principals involved. Teachers who arrange an exchange are not prevented from applying for a transfer in the subsequent year.

16.02 (c) Transfers shall occur in a number of phases. Vacancies shall be posted and updated at each round or phase. The last day for transfers shall be determined by the Board in consultation with the Unit.

16.02 (d) Where the transfer of a teacher is not necessitated by the need to fill another position within the Board, the Board shall endeavour, where conditions permit, to arrange a transfer that is mutually acceptable.

16.02 (e) A teacher transferring to a different panel may request a leave of absence from his/her position for one school year with the option of one extension for an additional school year.

16.02 (e)(i) If a teacher decides to return to his/her original panel at the end of the leave of absence he/she will be assigned to the position from which the leave commenced; subject to the application of the excess and transfer procedures at their original school.

Vacancies and Promotions:

16.03 Where possible and practical teachers employed by the Board shall be given priority in the filling of new or vacant positions. Teachers shall also be given priority in the filling of all teaching assignments over a long-term occasional teacher and/or an individual teaching on a letter of permission.

16.03 a) Teachers shall be advised of vacant positions of responsibility prior to public advertisement by a posting.

16.03 b) Before extending an offer of employment to an external candidate, any teacher employed by the Board who fulfils the criteria for the promotion to a bargaining unit position of responsibility shall be interviewed.

16.03 c) Teachers denied promotions shall be so informed within a reasonable period of time.

16.04 It is understood that in advance of declaring a teacher excess to a school, the Board shall advise the OECTA Unit representative and provide the Unit representative an opportunity to review and discuss the basis for the decision with the appropriate official or officials of the Board.

ARTICLE XVII - TEACHING EXPERIENCE

17.01 All teaching experience gained in Ontario shall be recognized up to the maximum allowed on grid from the date of receiving a certificate of qualification from the Ontario College of Teachers while teaching regular day school and/or a long term occasional teaching assignment and/or daily supply teaching.

17.01 (a) A sign off form regarding teaching experience shall be provided to all new hires.

Each newly hired teacher will have six months from the date of hire to submit the sign off form to the Human Resources Department: Attention Teacher Personnel. The Board shall calculate teaching experience and grant salary grid recognition based upon the information provided in the New Hire Sign Off Form.

17.01 (b) Teachers are also eligible for recognition of one (1) additional year of teaching experience in the event that they accumulate continuing education experience equivalent to full time secondary teacher workload, which for purposes of this article is a minimum of six credits or credit equivalents. It is understood a teacher may accumulate only one credit or credit equivalent for each class, course or program taught.

The maximum recognition is one (1) year and this clause shall apply to claims filed subsequent to January 1, 1999.

This clause shall apply to any and all claims filed with the Board subsequent to January 1, 1999. While teaching experience acquired prior to January 1, 1999 will be recognized for purposes of qualifying for an additional year, there will be no retroactive adjustment to salary pursuant to this clause.

17.02 All teaching experience gained outside Ontario is to be evaluated on an individual basis by the Director and shall be binding subject to grievance procedure.

17.03 For the purpose of determining placement, qualified experience shall be determined and credited as of June 30th in each year.

17.04 For the purpose of determining "years" of experience, a "year" shall mean the ten (10) month period from September 1st of one year to June 30th of the immediately following year, both dates inclusive.

17.05 Notwithstanding the foregoing, if a teacher has in addition to completed years' experience, worked for five (5) months or more but less than ten (10) months (such five (5) to ten (10) months period being hereinafter referred to as a "short year") as of any September 1st during the term of this Agreement, such short year shall be deemed for the purpose of experience to be a full year of experience; provided that, in such a case months of experience accumulating after the short year shall first be combined with the short year to form a full ten (10) months' year before being credited to any additional years experience.

17.06 The Board may give credit for related experience to teachers who are employed to teach technological, vocational or business subjects in secondary school programs.

17.07 A teacher shall have previous teaching experience with the Board in an extended Heritage Language Program during the school day recognized for salary placement provided that throughout the period when such experience was acquired, the teacher held a valid certificate of qualification as a teacher in Ontario.

ARTICLE XVIII - STAFF REDUCTION REDUNDANCY WITHIN SCHOOL SYSTEM

Shall be in accordance with Part A - Central Terms Article 12 of this collective agreement and in addition, the following:

18.01 Subject to the rights of the teachers to grievance arbitration and the right of the Board to manage the school system.

18.01 (a) Where in the opinion of the Board a reduction of teaching staff is necessary for any

reason, reductions will be made in the following order: normal attrition in the contract year including normal resignations, retirements and/or leaves of absence; probationary teachers; teachers other than probationary teachers.

18.01 (b) Where a surplus exists among teachers other than probationary teachers, the following factors as determined by the Board shall be considered: experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions; length of continuous service with this Board.

18.02 A joint committee of teachers and Administration shall make recommendations to the Director of Education concerning criteria for the determination of experience and qualifications as prescribed by the appropriate Ministry Regulations to perform the duties of the available positions. When these criteria are determined, they shall be posted or otherwise made available to the teachers.

18.03 In making new appointments to staff, the Board shall rehire in reverse order of teachers declared redundant before new teachers with similar experience and qualifications are hired. This right of recall shall exist for the next three (3) (this includes the additional two years in accordance with Part A, Central Terms, Article 12) complete school years following declaration of redundancy by the Board.

18.04 Where a teacher is declared redundant to the system effective August 31st, a notice of redundancy shall be provided on or before May 31st. Notwithstanding this provision, up to 0.75% of full time equivalent secondary school teachers as of October 31st may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31st in that semester. For this purpose, it is understood that 18.01(a) and 18.01(b) will be applied to the secondary school complement of teachers.

18.05 Included within the 0.75% redundancy declaration there may be situations where a secondary school teacher is not qualified within the meaning of 18.01(b) to teach any remaining second semester assignment in the system. The teacher may be declared redundant to the system effective the end of the first semester. A notice of redundancy shall be provided on or before December 31st, in that semester. For the purposes of this redundancy process, article 18.01(a) shall not apply.

ARTICLE XIX - DEFERRED SALARY PLAN

19.01 The Board will grant leaves of absence of one year to teachers on the basis of one of the following Plans 1, 2, 3 or 4:

Plan 1) spreading 4 years' salary over 5 years (hereinafter called "Plan 1") on the following terms and conditions:
or

Plan 2) spreading 3 years' salary over 4 years (hereinafter called "Plan 2") on the following terms and conditions:
or

Plan 3) spreading 2 years' salary over 3 years (hereinafter called "Plan 3") on the following terms and conditions:
Or

Plan 4) spreading 1.5 years' salary over 2 years (hereinafter called "Plan 4" on the following terms and conditions:

19.01 (a) any teacher may apply to participate in such Plan;

19.01 (b) the maximum number of such leaves which may be granted under such Plans shall not exceed twenty five (25) in any one school year;

19.01 (c) a teacher wishing to participate in such Plan shall apply in writing to the Superintendent of Human Resources on or before February 1st to participate in the Plan commencing the following September 1st;

19.01 (d) consideration shall be given to written requests for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to teachers with longer service and teachers who are requesting to participate in a deferred salary leave plan for the first time;

19.01 (e) all written requests reviewed and endorsed by the Superintendent of Human Resources shall be considered by the Director who may, in her/his discretion, reject any written requests which in her/his view might impair the ability of the Board to staff its schools adequately. Teachers whose written requests are approved by the Director shall be so informed by June 1st next following:

19.01 (f) each teacher permitted to participate in the Plan shall enter into an agreement with the Board as follows:

(i) In the case of Plan 1 - in each of the four (4) years of the Plan commencing September 1st next following approval, the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 2 - in each of the three (3) years of the Plan commencing September 1st next following approval, the teacher shall be paid 75% of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 3 - in each of the two (2) years of the Plan commencing September 1st next following approval, the teacher shall be paid two thirds of the salary and allowances to which the teacher is otherwise entitled;

In the case of Plan 4 - in each one and a half years (1.5) of the Plan commencing September 1st next following approval, the teacher shall be paid 75% of the salary and allowances to which the teacher is otherwise entitled;

(ii) In the case of Plan 1 - the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 2 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 3 - the remaining one third of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

In the case of Plan 4 - the remaining 25% of such salary and allowances shall be retained by the Board and accumulated with interest credited therein at the rate payable from time to time by the Board's financial institution on Daily Interest Savings Accounts;

(iii) In the case of Plan 1 - the leave of absence shall commence on the September 1st of the 5th year from the commencement of the teacher's participation in the Plan;

In the case of Plan 2 - the leave of absence shall commence on the September 1st of the 4th year from the commencement of the teacher's participation in the Plan;

In the case of Plan 3 - the leave of absence shall commence on the September 1st of the 3rd year from the commencement of the teacher's participation in the Plan;

In the case of Plan 4 - the leave of absence shall commence on the 98th school day, of the 2nd year from the commencement of the teacher's participation in the plan.

(iv) during such school year of the leave of absence the Board shall pay the teacher all the funds accumulated pursuant to (ii) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 6.02, as the teacher may direct;

(v) the teacher shall continue their contributions to the Teacher's Pension Plan and the teacher will be responsible for arranging with the Board the payment of premiums for benefit plans;

(vi) a teacher returning from a deferred salary leave of absence shall be assigned to the position from which the leave commenced.

(vii) during such leave, the teacher's seniority shall accumulate but for the purposes of Articles XVII or VI the period of such leave shall not be regarded as experience;

(viii) the teacher shall not be entitled to any sick leave credits during the period of such leave but on the teacher's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;

(viii) a teacher declared redundant under Article XVIII or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contributions plus interest accrued to date of the withdrawal;

(ix) permission to withdraw from the Plan will be solely at the discretion of the Board;

(x) notwithstanding the foregoing, the Board may, if it is unable to employ a teacher as a suitable replacement for the participating teacher who is on leave, defer such leave for up to one year. In such event the participating teacher may withdraw from the Plan and the teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contribution plus interest accrued to the date of such withdrawal;

(xi) if a teacher dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher's personal representative, in the event of the teacher's death, or the teacher shall be paid such lump sum and interest accrued up to the date of the teacher's death, retirement, dismissal, termination or leaving, as the case may be.

PART IX - CONTINUING EDUCATION

ARTICLE XX

20.01 Definitions

20.01 (a) "Continuing education teacher" as referred to in this clause shall mean a teacher as defined in the *Education Act* (the "Act"), employed to teach a continuing education course or class

established in accordance with the regulations under the Act for which a valid certificate of qualification as a teacher is required by the regulations.

20.01 (b) "Continuing education course or class" shall mean a continuing education course or class as defined in the regulations and for which a valid certificate of qualification as a teacher is required by the regulations.

20.02 The Board shall pay to a continuing education teacher for each hour of instruction in a continuing education course or class the following rate of pay:

Shall be in accordance with Part A - Central Terms Article 2 of this collective agreement and in addition, the following:

Commencing Pay Date	Hourly Rate
September 1 st 2014	\$43.68
September 1 st 2015	\$43.68
September 1 st 2016	\$44.12
98 th day of 2016-2017	\$44.34

20.03 A continuing education teacher shall not be paid while absent from duties for any reason.

20.04 Other than as set out in this clause, the terms and conditions of this Collective Agreement shall not be applicable to continuing education teachers.

20.05 (a) Notwithstanding clause 20.04, the grievance and arbitration procedures set out in this collective agreement shall apply to continuing education teachers with respect to the terms and conditions of employment set out in this Article XX.

20.05 (b) The non-fixed salaries Article 5.01 shall also apply to continuing education teachers.

20.06 The Board and the Teachers agree that the employment of a continuing education teacher is conclusively deemed to be terminated upon completion of the course or class which the teacher was employed to teach or the date of cancellation of the course or class which the teacher was employed to teach.

20.07 Notwithstanding clause 20.06, if a course which a continuing education teacher is employed to teach is cancelled on or after the first scheduled session of such course, the Board shall pay to such teacher the greater of (i) the amount of pay earned by the teacher for the course or class prior to its cancellation or (ii) \$200.00.

20.08 The Board shall forward to the Principals for posting in the schools a copy of any advertising for applicants for continuing education teachers and positions of responsibility before seeking external applicants. Such advertisements shall be posted in the schools for at least 10 days. The Board shall give preferential consideration to such internal applicants when hiring for courses or classes in those subjects, which the teacher/applicant is currently teaching or has recently taught while in the employment of the Board.

ARTICLE XXI HOME INSTRUCTION

21.00 Home Instruction work shall first be offered to the student's classroom teacher. If the student's teacher declines, home instruction shall be offered in the following order:

To other teachers in the school;

- (i) to a qualified teacher who has indicated their willingness to home instruct to the Superintendent of Student Services;
- (ii) to a qualified teacher recommended by the President of the Occasional Teachers' Unit;
- (iii) and if no qualified teacher is willing to accept the assignment, to an uncertified teacher who has been screened and approved by the Board subject to any obligations the Board may have pursuant to Reg. 183/97 of the Act.

21.01 Payment to qualified teachers for home instruction shall be at the continuing education rate for night classes.

21.02 After the home visits, the home instructor shall be responsible for the program and for evaluation of the student, in consultation with the classroom teacher.

21.03 Qualified teachers, who provide home instruction, shall be credited in accordance with Article 17.01(a) dealing with accumulation of continuing education experience at the rate of one credit or credit equivalent for every 110 hours of accumulated home instruction, up to a total maximum of one additional year, for all continuing education experience. For the purpose of clarification, it is understood that the home instruction may be elementary or secondary home instruction.

21.04 Included in the confirmation of a home instruction assignment will be a statement informing teachers it is the duty of the teacher to apply to the Board for the credit for home instruction.

21.05 The accumulation of home instruction credits shall be permitted from March 1, 2000 onward.

ARTICLE XXII - DURATION OF AGREEMENT

22.01 This agreement shall be in effect from September 1, 2014 to August 31, 2017.

22.02 A copy of the collective agreement shall be distributed by the Board to each teacher.

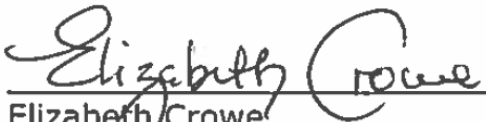
22.03 A copy of the collective agreement shall be given to each teacher upon entering employment with the Board.


22.04 The cost of preparing and distributing the collective agreements shall be shared equally between the Unit and the Board.


22.05 The parties agree to apply the following formula when determining the number of new collective agreements to print: the number of teachers employed by the Board plus fifty percent (50%). Three percent (3%) of additional copies shall be provided to the Unit for their use.


DATED AT Aurora the 10th day of December, 2015

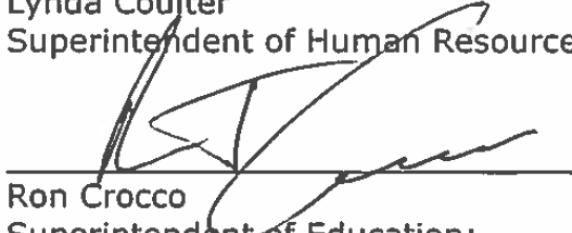
For the Board


Elizabeth Crowe
Trustee


Marlene Mogado
Trustee



Patricia Preston
Director of Education


Lynda Coulter
Superintendent of Human Resources


Ron Crocco
Superintendent of Education:
School Leadership


Mary Battista
Superintendent of Education:
School Leadership

For the Unit and as the
Agents of the Association



Heather Manassis
York Unit OECTA President


Filomena Ferraro
Secondary Branch Affiliate President
Chief Negotiator


Reg Shepherd
Negotiator


Wendy Hofstatter
Negotiator


Edna Di Falco
Negotiator


Greg Bolton
Negotiator

APPENDIX A – TIE BREAKERS

If basic qualifications and seniority result in a tie then the following factors apply in this order:

1. York Catholic District School Board - The Board
Teaching experience in this Board after Ontario Certification
 - i) On a probationary or permanent contract
 - ii) Occasional teaching contract
2. Ontario Experience - After Ontario Certification
 - i) On a probationary or permanent contract
 - ii) On a verified occasional teaching contract
3. Canadian Experience - Verified teaching experience in another Canadian province after certification in that province.
4. Experience out of Country - Verified experience after certification outside of Canada.
5. QECO - Highest rating
6. Y.C.D.S.B. - Other experience
 - QUALIFIED HERITAGE - Extended Day
Experience in the Heritage Language Extended Day School Program while holding Ontario Teachers Certification (years and months)
 - QUALIFIED SUPPLY TEACHING
The number of individual days, after certification, as recorded in payroll records.
 - NON QUALIFIED HERITAGE
Experience in the Heritage Language Extended Day School Program prior to holding Ontario Teacher Certification
 - NON QUALIFIED
Non qualified long term occasional and/or daily supply teaching or on a Letter of Permission.
 - EDUCATION ASSISTANT
7. Related Experience Granted under Board Policy 411
8. Qualifications - as recorded on the Ontario Teacher Record Card
 - i) Basic Qualifications
 - ii) Additional Qualifications
9. Degrees - Type, Level and Number
10. Other
 1. Practice teaching in York Region
 2. The date recorded in the first line of the probationary teachers ☐ contract.

APPENDIX B - ONTARIO TEACHER'S FEDERATION POLICY REGARDING THE EMPLOYMENT OF EDUCATIONAL ASSISTANTS

It is the policy of the Ontario Teachers' Federation:

That every person who is employed to fulfil an instructional role (as authorized by the Acts and Regulations) shall be qualified as a teacher and under contract as a teacher.

1. That the function of educational assistants is to assist the teacher.
2. That educational assistants shall assume no responsibility for any evaluation involving the school personnel, pupils or program.
3. That educational assistants shall be responsible to the Principal of the school.
4. That any teacher has the right to decline educational assistant services.
5. That educational assistants shall not be included in the calculation of student-teacher ratio.
6. That teaching functions which involve decisions regarding diagnosis of pupil difficulties, prescription of learning experiences, and evaluation of pupil progress are the exclusive domain of professional teaching staff.

APPENDIX C - EMPLOYMENT STANDARDS ACT

PART XI - PREGNANCY LEAVE AND PARENTAL LEAVE

DEFINITIONS

s.34 In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38(1);

"pregnancy leave" means a leave of absence under subsection 35(1).

PREGNANCY LEAVE

s.35(1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

WHEN LEAVE MAY BEGIN

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

NOTICE

- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

SPECIAL CIRCUMSTANCES

s.36(1) Subsection 35(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

NOTICE IN SPECIAL CIRCUMSTANCES

- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

END OF PREGNANCY LEAVE IF PARENTAL LEAVE AVAILABLE

s.37(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

END OF PREGNANCY LEAVE IF PARENTAL LEAVE NOT AVAILABLE

(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six

weeks after the birth, still-birth or miscarriage.

END OF PREGNANCY LEAVE ON EMPLOYEE NOTICE

(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

PARENTAL LEAVE

S38(1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following.

- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

RESTRICTION ON WHEN LEAVE MAY BEGIN

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

BIRTH, ETC., AFTER DEC. 30, 2000

(2.1) Despite subsection (2) an employee may, if the child in respect of which the employee wishes to take parental leave was born or came into the employee's custody, care and control for the first time on or after December 31, 2000, begin parental leave no more than 52 weeks after the day the child was born or came into the custody, care and control of the parent for the first time.

WHEN MOTHER'S PARENTAL LEAVE MAY BEGIN

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

NOTICE

(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

SPECIAL CIRCUMSTANCES

s.39(1) Subsection 38(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

WHEN LEAVE IN SPECIAL CIRCUMSTANCES BEGINS

(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

NOTICE

(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

END OF PARENTAL LEAVE

s.40(1) Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

BIRTH, ETC., AFTER DEC. 30, 2000

(2) Despite subsection (1) and section 41, an employee may, if the child in respect of which the employee takes parental leave was born or came into the employee's custody, care and control for the first time on or after December 31, 2000, extend the leave without notice to the employee's employer,

- (a) if the employee took pregnancy leave, to the day that is 35 weeks after the parental leave began; or
- (b) if the employee did not take pregnancy leave, to the day that is 37 weeks after the parental leave began.

CHANGE OF NOTICE TO BEGIN LEAVE

s.41(1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date the leave was to begin.

CHANGE IN NOTICE TO END LEAVE

- (2) An employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

RIGHTS DURING LEAVE

s.42(1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

BENEFIT PLANS

- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

EMPLOYER CONTRIBUTIONS

- (3) During the employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

LENGTH OF EMPLOYMENT

- (4) The period of an employee's pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.

EXCEPTION

- (5) The period of an employee's pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment.

REINSTATEMENT

s.43(1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

REINSTATEMENT WHERE EMPLOYER'S OPERATIONS HAVE BEEN SUSPENDED ETC.

- (2) If the employer's operations were suspended or discontinued while the employee was on

leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

WAGES

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
 - (b) the wages that the employee would be earning had the employee worked throughout the leave.

NO DISCIPLINE, ETC. BECAUSE OF LEAVE

s.44 An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

EMPLOYMENT STANDARDS OFFICER MAY MAKE ORDER

s.45 Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.

APPENDIX D - JOB SHARING

The Unit agrees with the Y.C.D.S.B. to institute Job Sharing. Job Sharing will be subject to the terms and conditions outlined below:

NUMBER OF POSITIONS AND DISTRIBUTION:

- 1) 24 Full time positions shall be designated as Job Sharing positions.
- 2) The positions shall be distributed in the following manner:
 - i) a minimum of 3 positions shall be designated as elementary school positions (JK - Gr. 8).
 - ii) a minimum of 3 positions shall be designated as secondary school positions (Gr. 9 – Grade 12).
 - iii) a minimum of 3 positions shall be designated as specialized program staff (core resource, library, ESL, PACE, etc.)* (*designations to be determined) positions.
 - iv) a minimum of 3 positions shall be designated as positions of responsibility (dept. heads, co-ordinators and consultants)
- 3) Notwithstanding the above, if there is a lack of application in any category so that the minimum placement cannot be reached, the Unit, together with the Board, shall reach an agreement as to the re-designation of those positions.
- 4) The remaining 12 non-designated positions shall be distributed on the basis of applications received and according to the procedures hereinafter set out.

ACCESS TO JOB SHARING POSITIONS:

Access to Job Sharing Positions shall be according to the following procedure:

- 5) Job Sharing will be restricted to teachers, other than probationary teachers, who at the time they apply have a full-time position.
- 6) In order to determine which positions are to be subject to job sharing, applications indicating a job shared type sought will be hierarchically arranged according to seniority and according to the limits and procedures set out in Articles 1-4 above. This procedure establishes the 24 positions to be job shared and the 24 senior job sharers.
- 7) The Board shall post 24 positions available for job sharing in all work places where members of the Unit fulfil employment duties, inviting applications to share those particular positions according to the workload requested by the senior job sharer.
- 8) Applications for designated job sharing positions shall be considered on the basis of reverse seniority (juniority) position level available and qualifications to fulfil the positions. The Unit and the Board will agree in a formal meeting as to the job sharing pairs.

DURATION:

- 9) A job shared position shall have a duration of one contract year with an option for extension for another contract year if the parties to the job share both agree and the Board is notified of such request.
- 10) A job sharing assignment beyond two years may only be extended with the approval of the Board.

BENEFITS

- 11) i) The concept of Board supporting full time benefits would be limited to an additional 24 benefit packages.
 ii) Board's liability is limited to maintaining a no cost/low cost item.

FORMULA FOR BENEFIT SUPPORT:

Total full time gross salaries of Jobshare positions - Total gross salaries of Jobshare positions during Jobshare = Total Savings to Board.

Total Board saving / 24 = Average Board savings = Y

Total benefit liability = Cost of 48 jobshare benefit packages / 2

Average benefit cost = $\frac{\text{Cost of 48 jobshare benefit packages}}{24} = X$

When Y greater than or equal to X: Board pays full time benefits.

When Y is less than X: Board pays percentage of benefits equal to Y/X times 100.

WORKLOAD:

- 12) A regular job sharing assignment shall be a 50%/50% assignment, however any arrangement that does not exceed 66.2/3%/33.1/3% is acceptable.

RETURN FROM JOB SHARING:

- 13) Upon expiration of the job sharing assignment, the senior job sharer shall retain the position on a full-time basis. The junior job sharer shall be returned to the school of origin. A teacher returning from a job share of a three year duration shall not have the right to return to the school from which the job sharing leave commenced.

DATES:

- 14) To be mutually agreed to between the Unit and the Board.

TEACHERS CUMULATIVE SICK LEAVE PLAN AND RETIREMENT GRATUITY PLAN:

- 15) a) A participant will be granted 11 x 3/4 days at the start of the school in question and 120 STLDP days prorated at three quarters.
 b) Each participant will draw upon the days at the rate of one day for one day.
 c) Each participant will have the number of days granted in (a) above counted on the "unexpended portion of the teacher's sick leave credits..." as follows:
 N = the number of days unexpended
 Y = the number of days expended
 Sick Days = N = [(11 x 3/4) - (Y x 3/4)]
 STLDP Days = N = [(120 x 3/4) - (Y x 3/4)]

RECOGNITION OF YEARS OF EXPERIENCE

- 16) a) One year position sharing: Each participant will be granted one year's experience as if they had worked the entire 10 month period on a full time basis.
 b) Two or Three year position sharing
 1) Each participant will be granted one year's experience as if they had worked the entire 10 month period in each year on a full time basis.
 2) Each participant, at the end of the job sharing, will have a short year (5 months) should the participant work partial years in subsequent years.

APPENDIX E - DIVISIONAL CHAIR

QUALIFICATIONS

- (i) OECTA York Unit teacher other than a probationary teacher
- (ii) On staff at the time of application
- (iii) Qualified to teach in the division

If, in special circumstances (e.g. new schools), no applicant meets the aforementioned criteria the representatives of the Unit and the Board shall discuss the circumstances and make recommendations.

APPENDIX F - TEACHER IN CHARGE

QUALIFICATIONS

- (i) OECTA York Unit teacher other than a probationary teacher
- (ii) On staff at time of application
- (iii) Minimum of 4 years OECTA York Unit teaching experience

APPENDIX G PAY DATES

2014-2015	
Sep 4, 2014	3.85%
Sep 18, 2014	3.85%
Oct 2, 2014	3.85%
Oct 16, 2014	3.85%
Oct 30, 2014	3.85%
Nov 13, 2014	3.85%
Nov 27, 2014	3.85%
Dec 11, 2014	6.07%
Dec 24, 2014	3.85%
Jan 8, 2015	3.85%
Jan 22, 2015	3.85%
Feb 5, 2015	3.85%
Feb 19, 2015	3.85%
Mar 5, 2015	3.85%
Mar 19, 2015	3.85%
Apr 2, 2015	3.85%
Apr 16, 2015	3.85%
Apr 30, 2015	3.85%
May 14, 2015	3.85%
May 28, 2015	3.85%
June 11, 2015	3.85%
June 25, 2015	3.85%
July 9, 2015	3.27%
July 23, 2015	3.27%
Aug 6, 2015	3.27%
Aug 20, 2015	3.27%

2015-2016	
Sep 3, 2015	3.85%
Sep 17, 2015	3.85%
Oct 1, 2015	3.85%
Oct 15, 2015	3.85%
Oct 29, 2015	3.85%
Nov 12, 2015	3.85%
Nov 26, 2015	3.85%
Dec 10, 2015	6.07%
Dec 24, 2015	3.85%
Jan 7, 2016	3.85%
Jan 21, 2016	3.85%
Feb 4, 2016	3.85%
Feb 18, 2016	3.85%
Mar 3, 2016	3.85%
Mar 17, 2016	3.85%
Mar 31, 2016	3.85%
Apr 14, 2016	3.85%
Apr 28, 2016	3.85%
May 12, 2016	3.85%
May 26, 2016	3.85%
June 9, 2016	3.85%
June 23, 2016	3.85%
July 7, 2016	3.27%
July 21, 2016	3.27%
Aug 4, 2016	3.27%
Aug 18, 2016	3.27%

2016-2017 (to be confirmed)	
Sep 1, 2016	3.85%
Sep 15, 2016	3.85%
Sep 29, 2016	3.85%
Oct 13, 2016	3.85%
Oct 27, 2016	3.85%
Nov 10, 2016	3.85%
Nov 24, 2016	3.85%
Dec 8, 2016	6.07%
Dec 22, 2016	3.85%
Jan 5, 2017	3.85%
Jan 19, 2017	3.85%
Feb 2, 2017	3.85%
Feb 16, 2017	3.85%
Mar 2, 2017	3.85%
Mar 16, 2017	3.85%
Mar 30, 2017	3.85%
Apr 13, 2017	3.85%
Apr 27, 2017	3.85%
May 11, 2017	3.85%
May 25, 2017	3.85%
June 8, 2017	3.85%
June 22, 2017	3.85%
July 6, 2017	3.27%
July 20, 2017	3.27%
Aug 3, 2017	3.27%
Aug 17, 2017	3.27%

APPENDIX H - ELEMENTARY PREPARATION TIME

The parties agree that the following model for elementary preparation time shall be maintained for the 2014-2017 collective agreement term based on the following:

	2014 - 2017	
Kindergarten	<u>Phys Ed:</u> 90 minutes weekly 5(30) Minutes prep weekly (240)	<u>Full Time Kindergarten Phys Ed:</u> 6(40) = 240 (240)
Grades 1 - 3	<u>FSL:</u> 4 (40) = 160 <u>Phys. Ed.:</u> 2(40) = 80 (240)	
Grades 4 & 5	<u>FSL:</u> 5(40) = 200 <u>Music:</u> 1(40 minute) weekly (240)	
Grades 6 - 8	<u>FSL:</u> 4(40)= 160 <u>Music:</u> 2(40 minute) OR 1(80 minute) (240)	

- The model implemented for the 2014-2017 collective agreement term will be as follows:
- The model for the 2014-2017 will adhere to the following principles:
 - a) Every non-classroom teacher has at least one period of preparation time of no less than 20 minutes, daily.
 - b) Should the scheduling of Phys. Ed. in Kindergarten not be possible in the gym, it shall remain as a program delivered by Phys. Ed teachers. (e.g. drama, dance, outdoor play)
 - c) Scheduling for expansion of prep time shall be done centrally. Prior to the schedules being distributed, they shall be shared with OECTA.
 - d) For grades 6 to 8, FSL shall be delivered in blocks of no smaller than 40 minutes. For grades 6 to 8 one period of music shall be delivered as a 40 minute block. Additional blocks shall be no

smaller than 30 minutes.

- e) For grades 4 and 5, FSL shall be delivered in blocks of no smaller than 40 minutes and music shall be in blocks no smaller than 30 minutes.
- f) The 2007-2008 system-wide French staffing ratio shall not be reduced.
- g) The targeted percentage of itinerant FSL teachers in any year shall be 12.5%, with a maximum of 15%. Should any difference occur between the target and the maximum, it will be reviewed at Labour Relations.
- h) That FSL teachers currently in the employ of the YCDSB will have first opportunity for French Immersion positions.

LETTER OF UNDERSTANDING (1) - PROVISIONS TO HOLD CERTIFICATION IN RELIGIOUS EDUCATION

The Parties wish to go on record that philosophically they do not consider a teacher fully qualified as a Catholic Teacher to teach in a Roman Catholic school unless the teacher holds evidence of courses in religious education.

Vatican Council Declaration on Christian Education (page 646-647) states: They (teachers) are, therefore, to be trained with particular care so that they may be enriched with both secular and religious knowledge, appropriately certified, and may be equipped with an educational skill which reflects modern-day findings. Bound by charity to one another and to their students, and penetrated by an apostolic spirit, let them give witness to Christ, the unique Teacher, by their lives as well as by their teachings.

RELIGIOUS EDUCATION CERTIFICATES

The described course for religious education now recognized by the Ministry (Parts, I, II and III) for credit purposes and recognized by Q.E.C.O. for salary purposes and developed for Catholic teachers by Catholic teachers, in conjunction with Catholic trustees, is recognized by this Board to be of primary importance for all teachers and principals.

For the duration of the collective agreement the Board shall reimburse any teacher who successfully completes Part I of the Ministry Religious Education course.

EQUIVALENT COURSE IN RELIGIOUS EDUCATION

Courses accepted as equivalent include any full university credit obtained since Vatican II (60 hours undergraduate or graduate) devoted entirely to the study of Scripture, Christian morality, or other aspects of Christian and Catholic theology. Requests for a statement of equivalency may be made at any time accompanied by documentation in writing, to the Director of Education. The decision will be made in consultation with the Coordinator of Religious Education.

LETTER OF UNDERSTANDING (2) - RE: L.T.D. PLAN

It is agreed that the Board will continue to administer the L.T.D. Plan on behalf of all employees of the Board who belong to the Plan. All York Unit teachers hired after August 31, 2012 will be members of the plan. Teachers hired prior to this date retain the right to be non-members.

LETTER OF UNDERSTANDING (3) - RE: NEW INITIATIVES

The Board agrees to consult with OECTA York Unit on any new initiative, including those related to safe schools, regarding the possible impact on teacher workload. This dialogue shall occur prior to its implementation at the school / Board level.

LETTER OF UNDERSTANDING (4) - RE: BOARD ON-LINE SERVICES

The Board will provide the Association with access to the Board's e-mail and Internet access. The Association agrees to abide by the Board's parameters on acceptable use of all software applications.

LETTER OF UNDERSTANDING (5) - RE: PART TIME TEACHERS

The Board is committed to providing opportunities for part time teaching assignments throughout the system.

I) Teachers interested in part time assignment may request in writing to the Superintendent of Human Resources before February 28. All requests will be granted where practical and possible, as determined by the Superintendent of Human Resources. The parties agree that any disagreement over this provision shall not form the subject matter of a grievance under Article 2B; but shall instead be considered by the Labour Relations Committee.

II) Teachers presently teaching part time may apply in writing for full time positions. The request shall be granted provided that the request is received by the Superintendent of Human Resources before February 28. A part time teacher moving to full time will select from available openings. If no openings are available excess procedures will prevail.

III) In situations where financial circumstances change, the time line may be exempted.

IV) The Unit shall be provided on or before April 30th with a list of the people who requested part time placements including location.

LETTER OF UNDERSTANDING (6) - RE: JOINT MEETINGS

During the term of the 2014-2017 collective agreement, a meeting will be conducted annually with school administrators, staff representatives and area school superintendents. The Labour Relations Committee consisting of representatives from the Board and OECTA York Unit will develop the agenda for the two meetings. One additional meeting may be held as determined by mutual agreement.

LETTER OF UNDERSTANDING (7) - RE: EMPLOYEE FAMILY ASSISTANCE PLAN

The Board will provide and fund an Employee Family Assistance Plan for its employees for the lifetime of this agreement.

LETTER OF UNDERSTANDING (8) - RE: NORTHERN INITIATIVE

The parties agree that Our Lady of the Lake Catholic College School shall operate as a secondary school from grades 7 to 12 according to the OLLCCS Understandings dated June 17, 2004.

LETTER OF UNDERSTANDING (9) - RE: ADULT DAY SCHOOL

The parties agree that the St. Luke's Alternative Learning Centre program shall operate as a secondary alternative education school according to the St. Luke Adult Learning Centre Understandings dated December 10, 2004.

LETTER OF UNDERSTANDING (10) - RE: STAFFING ASSIGNMENTS

The parties recognize the additional burden of preparing for, and teaching new material, whether it is new curriculum, or a course or grade, which the teacher has not taught recently.

Although it is recognized that it will not always be possible to strictly follow these guidelines, the parties agree that the fair and equitable distribution of workload shall be the overriding principle in the Staffing Procedure. The Principal, along with the School Staffing Advisory Committee shall consider the following principles in addressing Staffing Procedures:

- consideration of written teaching assignment preferences
- qualifications, including "deemed" qualifications

It is expected that any change in teaching assignment will be discussed with the School Staffing Advisory Committee. In the event that changes in staffing during the summer months become necessary, and the members of the School Staffing Advisory Committee are not available for consultation, reasonable efforts shall be made to contact the affected teachers to discuss the relevant staffing considerations.

At the Secondary panel:

- The number of different courses on any teacher's timetable should not exceed a total of four over the school year.
- Additional workload beyond six credits should be assigned in another class of one of the credit courses already on the teacher's timetable during that school year.
- Wherever practical and possible, each teacher's timetable should include at least one of the general, applied, basic, open, world of work, or other non-academic courses.
- Wherever practical and possible, each teacher's timetable should include a balance of intermediate, senior, academic and non-academic courses.

At the Elementary panel:

- Within the current FSL allocation, the number of different courses assigned to each FSL teacher should be minimized with a view to reducing workload.

The Board shall incorporate these principles into the Board's Staffing Procedures.

LETTER OF UNDERSTANDING (11) - RE: COMBINED GRADES

The parties recognize the additional burden of teaching combined grades. Where reasonably possible, split grades should be avoided. Although it is recognized that it

will not always be possible to strictly follow these guidelines, the parties agree that in keeping with the fair distribution of workload, the following guiding principles will be used in staffing procedures:

- Cross-divisional combined grades should be avoided;
- Combined grades should be avoided in testing years;
- A careful consideration of class composition, class size, teacher experience, and the grades taught by the teachers, shall be undertaken when assigning combined grades;
- Combined grades should be smaller than straight grades;
- Assignments to combined grades shall be rotated with straight grade assignments and rotated equitably among all those teaching the grades involved.

The Principal, along with the School Staff Advisory Committee shall consider these principles in addressing the Staffing Procedures.

In keeping with the above noted principles, the Board agrees as follows:

- The above noted principles will be incorporated into the Board's Staffing Procedures;
- There will be a specific in-service for combined grade teachers annually;
- A network of combined grade teachers will be established;
- The Superintendent of Schools will review all combined grade assignments;
- The timing of decisions about combined grade staffing, including size and class composition will be made in accordance with the Board's Staffing Procedures;
- In keeping with Article 13.02 concerning fair and equitable workload, teachers in combined grade assignments shall be given priority when determining the following schedule of distribution of any additional planning time (after additional planning time has been allocated in accordance with Letter of Intent #1), case conferences, and resource allocation.

LETTER OF UNDERSTANDING (12) - RE: SCHOOLS OUTSIDE OF YORK REGION

It is understood that any teacher seconded to teach in a Board operated school outside of York Region shall be reinstated to the position from which the secondment commenced.

The parties agree that there are issues with respect to the delivery of program in schools outside of York Region that must be jointly addressed. A committee shall meet at the earliest opportunity to address the issues and deal with any consequential adaptations that may be required.

LETTER OF UNDERSTANDING (13) - RE: BARGAINING UNIT WORK

The Board and OECTA York Unit agree that the number of teaching vice principals assigned on a half time basis to OECTA York Unit teaching positions as core resource teachers will be no more than 4.0 FTE.

In the event that a vice principal is absent during their core teaching assignment, supply coverage will be provided.

LETTER OF UNDERSTANDING (14) - RE: FULL YEAR VACANCIES

The parties agree that for the term of the 2012 – 2014 collective agreement up to seventy five percent of all vacancies created by teacher requests for a full school year leave of absence in accordance with article 10.01 (Special Leaves) shall be filled with a statutory member.

During the annual staffing process, the Board shall provide to OECTA York Unit a list of full year vacancies prior to each round of transfers and excess. On an annual basis no later than September 30th, the Board shall provide OECTA York Unit with an electronic list of all full school year leaves of absence.

LETTER OF UNDERSTANDING (15) - RE: SECONDARY WORKLOAD

The parties agree to convene a Board and OECTA York Unit committee to review the secondary workload in order to address any amendments to the *Education Act* and accompanying regulations.

LETTER OF UNDERSTANDING (16) - RE: STUDENT SUCCESS INITIATIVE

The following method shall be utilized for the assignment of additional staff under the Student Success Initiative, to all regular day schools.

- a) the equivalent of 6 sections per school shall be allocated to Guidance for:
 - all student related activities under the Success Initiative, and
 - At Risk
 - Policy 208
 - Literacy Initiatives
- b) two (2) sections per school shall be allocated for Alternative Education courses. Should the Board receive funding for Alternative Education programs/courses these sections shall be reallocated for the reduction of class sizes under (c)
- c) the remaining sections shall be allocated for the purpose of reducing class sizes. Priority for assignment of these sections shall be on the basis of the number reducing class sizes in the following order of priority:
 - Essential, Applied courses
 - College Courses
 - Open Courses
 - University/College
 - Academic

Should additional sections due to increased funding become available they shall be allocated on the same priority basis.

The implementation of all aspects of the Student Success Initiative shall be through a joint committee of OECTA York Unit and the Board.

LETTER OF UNDERSTANDING (17) - RE: ANNUAL LEARNING PLAN (ALP)

The Annual Learning Plan (ALP) is a component of the performance appraisal framework for experienced teachers. The purpose of the plan is to facilitate each teacher's continuous learning and development through identification of their professional learning goals and strategies.

The parties agree to the following:

- The Annual Learning Plan shall be teacher authored and directed.
- In an evaluation year, teachers shall review and update their Annual Learning Plan (ALP) in a meeting with their Principal as part of the performance appraisal process. Review of this plan, as well as completion of this document, shall not be considered in determination of a teacher's performance for evaluation purposes.
- In non-evaluation years, the teacher shall complete their Annual Learning Plan and give it to their Principal for signature no later than October 31st.
- It is understood that the Annual Learning Plan is a living document, and can be revisited and updated as required, by the teacher.

LETTER OF UNDERSTANDING (18) - RE: CREDIT RECOVERY

The parties agree to meet on a yearly basis to formulate the parameters for Credit Recovery for the upcoming year. The parameters shall address any possible adverse affect on staffing. The parties further agree that Credit Recovery is not an Alternate to Suspension program.

LETTER OF UNDERSTANDING (19) - RE: EXPANSION OF KINDERGARTEN PROGRAM

The parties agree that every person who is employed to fulfill an instructional role (as defined by the Acts and Regulations) shall be qualified as a teacher and covered by this collective agreement. All teaching functions including but not limited to instruction, assessment and evaluation are the exclusive domain of teaching staff.

LETTER OF UNDERSTANDING (20) - RE: SPECIALIST HIGH SKILLS MAJOR (SHSM)

The Specialist High Skills Major (SHSM) is a ministry-approved specialized program which allows students to focus on developing knowledge, skills and obtain certifications in certain economic sectors as they work towards meeting the requirements for an Ontario Secondary School Diploma (OSSD).

The parties agree SM programs during the 2014 – 2017 collective agreement term:

1. The SHSM program will be achieved through course selection by the student from an identified list in the school course calendar.
2. Programs will be delivered by statutory members.
3. SHSM program sections will be assigned to those teachers who have expressed a written interest to deliver the program. This interest will be renewed annually by the teacher.

4. The school location and type of SHSM program will be addressed at the PD Committee.

LETTER OF UNDERSTANDING (21) - RE: PROFESSIONAL LEARNING

The 2008 – 2012 Provincial Discussion Table (PDT) agreement provided for funding intended to enhance professional learning opportunities for teachers.

Any remaining funds will be allocated to PD focused on technology/technology tools as determined by the PD committee.

LETTER OF UNDERSTANDING (22) - RE: BENEFITS

Should additional funding come available the parties shall meet and allocate the remaining portion to the following until the funding is exhausted:

- Dental implants
- Board funded dental plan
- Paramedical Improvements to \$1350 including specific individual increases to the components of the paramedical coverage

LETTER OF UNDERSTANDING (23) - RE: ATTENDANCE SUPPORT PROGRAM

During the term of the 2014-2017 collective agreement, the Board/Teacher Labour Relations Committee agrees to review the effectiveness of the Attendance Support Program.

LETTER OF INTENT (1) - RE: PREPARATION TIME - ELEMENTARY SCHOOLS

The introduction or expansion of program(s) may provide the opportunity to provide additional preparation time to the classroom teacher staff in the elementary school under the jurisdiction of the Board.

It is the intent of the Board to distribute the additional preparation time, which may become available, in an equitable manner to the classroom teaching staff as far as such time may be distributed, commencing with those teachers having the least amount of preparation time. Such distribution shall be in periods of not less than 10 minutes a day.

LETTER OF INTENT (2) - RE: STUDENTS WITH SPECIAL NEEDS

Whereas the parties agree that students with special needs are better served when they can receive more of the teachers time, attention and energy and in keeping with Article 13.07(a) and (b); The parties agree, at the request of either, to meet, discuss and arrive at solutions to, problems arising in the application of clauses 13.07(a) and (b).

LETTER OF INTENT (3) - RE: REDUNDANT TEACHERS

The parties agree that where a teacher is declared redundant, the Board will follow the provisions in the Occasional Teachers Collective Agreement regarding occasional teaching.

LETTER OF INTENT (4) - RE: SAFE SCHOOLS

The Board is dedicated to maintaining safe working and learning environments in all its locations for teachers. Board Policy 202 (Student Discipline) as developed is an integral component of providing such environments.

Representatives of OECTA York Unit shall review matters of concern related to Policy 202 (Student Discipline) during monthly meetings of the labour relations committee. These meetings may produce recommendations and/or implementation strategies to improve the application of the Policy.

The parties agree that the terms of this letter of intent shall not be the subject matter of a grievance under article 2B (Grievance and Arbitration Procedure).

LETTER OF INTENT (5) - STAFFING AT THE SECONDARY LEVEL

The Board intends to undertake the following steps when initiating staffing, at the secondary level:

1. Use enrolment to determine courses and number of sections
2. Create timetables with class sizes for each course, lower than the target value by 3
3. Review class sizes generated to verify that classes are balanced.

4. Review class sizes of multiple* section courses, if any section is 50% or less of the maximum class size then:
 - a) Close section and re-distribute students to the other sections of the course ensuring classes remain balanced
OR
 - b) Re-balance the class sizes without reducing the number of sections.
5. If any single section course class size is 50% or less of the maximum class size, the course shall be discussed at the SSAC meeting
 - a) If targets are not pierced in more than 10% of classes, then these course(s) can run
 - b) Otherwise, the decision of whether or not a single section course is run shall be discussed with the School Staff Advisory Committee. An annually agreed upon criteria will be developed, at each school for determining whether or not the course runs. Criteria may include:
 - Equitable / proportional distribution amongst departments
 - Courses with the greatest enrolment
 - Courses not offered in previous year (s) etc.

*Multiple sections courses are defined as any course with more than one section in a school year.

LETTER OF INTENT (6) - GR. 7 & 8 STUDENT SUCCESS TEACHERS AND LITERACY & NUMERACY COACHES

In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the York Catholic District School Board and the York OECTA Bargaining Unit are committed to implementing "Grades 7 & 8 Student Success Teachers and Literacy & Numeracy Coaches". The program to be delivered and the assignment of teachers shall be determined jointly by the Labour Relations Committee, prior to the staffing process.

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PART A – (Central Terms) 2017-2019 Extension Agreement

Extension Agreement Salary Grids – 2017-2019 (Article 6.01a)

In accordance with the 2017-2019 Extension Agreement of the Central Terms (Part A), the following Teacher Salary Grids shall apply for the 2017-2019 period:

** See next pages for a full copy of the Central Terms Extension Agreement 2017-2019*

(i) Commencing Pay Date September 1st 2017:

YR	B/A0	A1	A2	A3	A4
0	\$39,156	\$44,213	\$45,683	\$49,708	\$52,051
1	\$42,691	\$47,843	\$49,657	\$54,061	\$56,817
2	\$45,805	\$50,956	\$53,095	\$57,834	\$60,974
3	\$48,918	\$54,069	\$56,531	\$61,609	\$65,127
4	\$53,090	\$58,241	\$61,074	\$66,587	\$70,562
5	\$56,257	\$61,408	\$64,576	\$70,432	\$74,796
6	\$59,428	\$64,580	\$68,075	\$74,281	\$79,028
7	\$62,600	\$67,751	\$71,578	\$78,118	\$83,263
8	\$67,072	\$72,223	\$76,455	\$83,463	\$89,101
9	\$70,299	\$75,450	\$80,018	\$87,377	\$93,411
10	\$73,533	\$78,685	\$83,585	\$91,288	\$97,715

(ii) Commencing Pay Date September 1st 2018:

YR	B/A0	A1	A2	A3	A4
0	\$39,548	\$44,655	\$46,140	\$50,205	\$52,572
1	\$43,118	\$48,321	\$50,154	\$54,602	\$57,385
2	\$46,263	\$51,466	\$53,626	\$58,412	\$61,584
3	\$49,407	\$54,610	\$57,096	\$62,225	\$65,778
4	\$53,621	\$58,823	\$61,685	\$67,253	\$71,268
5	\$56,820	\$62,022	\$65,222	\$71,136	\$75,544
6	\$60,022	\$65,226	\$68,756	\$75,024	\$79,818
7	\$63,226	\$68,429	\$72,294	\$78,899	\$84,096
8	\$67,743	\$72,945	\$77,220	\$84,298	\$89,992
9	\$71,002	\$76,205	\$80,818	\$88,251	\$94,345
10	\$74,268	\$79,472	\$84,421	\$92,201	\$98,692

(iii) Commencing Pay Date February 1st 2019:

YR	B/A0	A1	A2	A3	A4
0	\$39,943	\$45,102	\$46,601	\$50,707	\$53,098
1	\$43,549	\$48,804	\$50,656	\$55,148	\$57,959
2	\$46,726	\$51,981	\$54,162	\$58,996	\$62,200
3	\$49,901	\$55,156	\$57,667	\$62,847	\$66,436
4	\$54,157	\$59,411	\$62,302	\$67,926	\$71,981
5	\$57,388	\$62,642	\$65,874	\$71,847	\$76,299
6	\$60,622	\$65,878	\$69,444	\$75,774	\$80,616
7	\$63,858	\$69,113	\$73,017	\$79,688	\$84,937
8	\$68,420	\$73,674	\$77,992	\$85,141	\$90,892
9	\$71,712	\$76,967	\$81,626	\$89,134	\$95,288
10	\$75,011	\$80,267	\$85,265	\$93,123	\$99,679

(iv) Commencing Pay Date August 31st 2019:

YR	B/A0	A1	A2	A3	A4
0	\$40,143	\$45,328	\$46,834	\$50,961	\$53,363
1	\$43,767	\$49,048	\$50,909	\$55,424	\$58,249
2	\$46,960	\$52,241	\$54,433	\$59,291	\$62,511
3	\$50,151	\$55,432	\$57,955	\$63,161	\$66,768
4	\$54,428	\$59,708	\$62,614	\$68,266	\$72,341
5	\$57,675	\$62,955	\$66,203	\$72,206	\$76,680
6	\$60,925	\$66,207	\$69,791	\$76,153	\$81,019
7	\$64,177	\$69,459	\$73,382	\$80,086	\$85,362
8	\$68,762	\$74,042	\$78,382	\$85,567	\$91,346
9	\$72,071	\$77,352	\$82,034	\$89,580	\$95,764
10	\$75,386	\$80,668	\$85,691	\$93,589	\$100,177

Extension Agreement Responsibility Allowance – 2017-2019 (Article 7.01a)

Responsibility Allowance		Sept 1 2017	Sept 1 2018	Feb 1 2019	Aug 31 2019
Dept Head	Year 1	\$5,214	\$5,266	\$5,319	\$5,346
	Year 2	\$5,629	\$5,685	\$5,742	\$5,771
	Year 3	\$6,039	\$6,099	\$6,160	\$6,191
Minor Dept Head		\$3,473	\$3,508	\$3,543	\$3,561
Assistant Head		\$2,611	\$2,637	\$2,663	\$2,676
Coordinator		\$9,120	\$9,211	\$9,303	\$9,350
Supervisor		\$8,032	\$8,112	\$8,193	\$8,234
Consultant		\$6,951	\$7,021	\$7,091	\$7,126
Special Programs Teacher		\$4,779	\$4,827	\$4,875	\$4,899
Program Resource Teacher		\$4,779	\$4,827	\$4,875	\$4,899
Divisional Programs Teacher		\$2,063	\$2,084	\$2,105	\$2,116
Community Service Officer		\$6,080	\$6,141	\$6,202	\$6,233
Teacher-In-Charge		\$1,259	\$1,272	\$1,285	\$1,291
Schools with a Vice-Principal	Full Day	\$60	\$60	\$61	\$61
	Half Day	\$29	\$30	\$30	\$30
Divisional Chair	7 teachers or less	\$1,323	\$1,336	\$1,349	\$1,356
	8 teachers or more	\$1,491	\$1,506	\$1,521	\$1,529
Limited Assignment		1/200	1/200	1/200	1/200

**EXTENSION AGREEMENT
("The Agreement")**

BETWEEN:

**ONTARIO CATHOLIC SCHOOL TRUSTEES ASSOCIATION
hereinafter: "OCSTA"**

AND

**ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION
hereinafter: "OECTA"**

AND AGREED TO BY:

THE CROWN

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

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

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OECTA and by OCSTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 4, 2017.
3. Central and local terms of the 2014-17 collective agreements including Letters of Understanding/Agreements having application during the term of that 2014-17 collective agreement shall continue in force and effect for the term of this Agreement. However, where a central term or local term or Letters of Understanding/Agreements have an expiry date, the expiry date will be extended by two years. This is without prejudice to the continuing effect, if any, of Letters of Understanding/Agreements and/or Minutes of Settlement not part of a 2014-17 collective agreement.

4. The extended collective agreement shall continue to consist of two parts. All provisions of Part A and Part B of the 2014-17 collective agreement shall continue until August 31, 2019 without amendment, except as noted herein.
5. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

6. COMPENSATION

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

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

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

Method of payment for September 1, 2017 lump sum:

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

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

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

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

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year. August 31, 2019 is intended to reflect the day preceding the start of the 2019-2020 school year.

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

7. BENEFITS

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

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

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

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

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

8. SYSTEM INVESTMENTS

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system

investment in 2017-2018 which will continue in the 2018-2019 school year, to be prioritized for teachers to support students in need, consistent with local needs and priorities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OECTA

Ann Hawkins
[Signature]
T. Street
B. Holmberg
T. Chin
A. Brown

Janice Manton Burns
Tracy Picardi

OCSTA

[Signature]
[Signature]
A. Bignanti
[Signature]

R. Staudt
[Signature]
[Signature]
[Signature]

Alf Buttrick

CROWN

Alf Buttrick

Breakout of OECTA Investments			2017-18		
		Column #	ESTIMATED FUNDED STAFF FTE		
Index	DSB No	DSB Name	Elementary	Secondary	Total
32	30.1	Northeastern Catholic DSB	1.0	0.5	1.5
33	30.2	Nipissing-Parry Sound Catholic DSB	1.3	0.7	2.0
34	31	Huron-Superior Catholic DSB	2.3	1.1	3.3
35	32	Sudbury Catholic DSB	2.5	1.2	3.7
36	33.1	Northwest Catholic DSB	1.2	-	1.2
37	33.2	Kenora Catholic DSB	0.8	0.4	1.2
38	34.1	Thunder Bay Catholic DSB	3.1	1.5	4.6
39	34.2	Superior North Catholic DSB	0.7	-	0.7
40	35	Bruce-Grey Catholic DSB	1.8	0.8	2.6
41	36	Huron-Perth Catholic DSB	1.8	0.9	2.7
42	37	Windsor-Essex Catholic DSB	7.2	3.6	10.8
43	38	London District Catholic School Board	7.5	3.6	11.1
44	39	St. Clair Catholic DSB	3.4	1.6	5.1
45	40	Toronto Catholic DSB	38.2	18.5	56.8
46	41	Peterborough V N C Catholic DSB	5.5	2.7	8.2
47	42	York Catholic DSB	19.5	9.7	29.2
48	43	Dufferin-Peel Catholic DSB	32.9	16.0	49.0
49	44	Simcoe Muskoka Catholic DSB	8.2	4.0	12.3
50	45	Durham Catholic DSB	8.6	4.0	12.6
51	46	Halton Catholic DSB	12.5	6.0	18.5
52	47	Hamilton-Wentworth Catholic DSB	12.1	6.0	18.1
53	48	Wellington Catholic DSB	3.0	1.4	4.4
54	49	Waterloo Catholic DSB	9.2	4.5	13.8
55	50	Niagara Catholic DSB	8.7	4.4	13.1
56	51	Brant Haldimand Norfolk Catholic DSB	3.7	1.8	5.5
57	52	Catholic DSB of Eastern Ontario	5.2	2.5	7.8
58	53	Ottawa Catholic DSB	17.1	8.1	25.2
59	54	Renfrew County Catholic DSB	1.9	1.0	2.9
60	55	Algonquin and Lakeshore Catholic DSB	5.1	2.4	7.5
Total			226.3	109.0	335.3

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

- 1) Estimate assumes 2/3 for elementary and 1/3 for secondary. Actual staffing will depend on local decisions.
- 2) Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board adjusted for all increases proposed for 2017-18.
- 3) Based on best available information at this time, figures are subject to change as updated information becomes available.