

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD



AND



OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION

2019/2022

Part "A" Central Terms Agreement Between
Ontario Catholic School Trustees Association (OCSTA) and Ontario English Catholic Teachers' Association
(OECTA)

Part "B" Local Collective Agreement Between Toronto Elementary Catholic Teachers
(TECT) and Toronto Catholic District School Board

Memorandum of Settlement

Between

Toronto Catholic District School Board

And

Toronto Elementary Catholic Teachers of the

Ontario English Catholic Teachers'

Association

**Memorandum of Settlement of Local Terms
Between**

**Toronto Catholic District School Board
(TCDSB) And
The Ontario English Catholic Teachers' Association-Toronto Elementary
Catholic Teachers Unit (OECTA)**

(COLLECTIVELY “THE PARTIES”)

- 1) The 2019-2022 Collective Agreement between the OECTA and the TCDSB shall consist of provisions respecting Central matters as determined by the Memorandum of Settlement dated March 12, 2020, and this Memorandum of Settlement of Local Terms and Appendix A attached hereto.
- 2) The Parties acknowledge and agree to the terms of this Memorandum and the attached Appendix A as constituting full settlement of all Local matters in dispute between the Parties for the renewal of the Collective Agreement.
- 3) The Parties confirm that any and all Minutes of Settlement/Memoranda of Agreement/Memoranda of Understanding/Memoranda of Settlement, entered into by the Parties are legally binding documents and the parties shall comply with the terms, subject to any overriding legislation or subsequent settlements between them. This paragraph is without prejudice to either Party’s position on the matter of the incorporation into the Collective Agreement of the language of the Appendix G Minutes of Settlement dated December 14, 2017, the International Languages Memorandum of Settlement dated May 8, 2018 and the Addendum to the International Languages Memorandum of Settlement dated May 25, 2018.
- 4) The Parties agree that grievances that arose after the expiry of the term of operation of the 2014-2019 collective agreement and applicable statutory freeze period, but before the 2019-2022 collective agreement has come into effect may be referred to arbitration pursuant to the arbitration provisions of the 2019-2022 collective agreement.
- 5) Effective upon the signing of this Memorandum of Settlement of Local Terms, OECTA agrees to immediately suspend any and all local job action except that, teachers shall not be required to add comments to or otherwise amend February 2022 report cards and the TCDSB agrees not to provide five (5) days' notice of lockout, or change terms and conditions of employment, pending the outcome of the local ratification process.
- 6) The Parties agree that there shall be no reprisals for any teacher participating in TECT OECTA’s strike. No teacher shall suffer discrimination, harassment, or any form of reprisal by the employer brought about as a result of action taken during the TECT OECTA strike.

- Adrian Dillmore
- Sydney Carter
- Ch Carter

AGREEMENT

Between

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

And

THE TORONTO ELEMENTARY CATHOLIC TEACHERS
OF ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION EMPLOYED BY THE BOARD

For the school years

(September 1, 2019 - August 31, **2022**)

2019/**2022**

NOTE: TEXT IN BOLD TYPE INDICATES CHANGES IN AGREEMENT

PART “A”

CENTRAL TERMS

BETWEEN

THE ONTARIO CATHOLIC SCHOOL

TRUSTEES ASSOCIATION (OCSTA)

AND

THE ONTARIO ENGLISH CATHOLIC TEACHERS’

ASSOCIATION (OECTA)

AND

THE CROWN

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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, 2019 to August 31, 2022 inclusive.

1.2 Amendment of Terms

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

1.3 Notice to Bargain

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

2 SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2019: 1%

2.1.2 September 1, 2020: 1%

2.1.3 September 1, 2021: 1%

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

3.1 Sick Leave Benefit Plan

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

3.2 Sick Leave Days

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

3.3 Short-Term Leave and Disability Plan (STLDP)

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

3.4 Teacher Pension Plan Implications

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

3.5 Eligibility and Allocation

- 3.5.1 The allocations outlined in paragraphs **3.2** and **3.3** above, will be provided on the first day of each school year. In the event that a teacher is absent on the first day of the school year, the allocations outlined in paragraphs **3.2** and **3.3** above will be granted subject to the restrictions outlined in paragraphs **3.5.3** to **3.5.5**. If a teacher is absent on the last day of a school year and the first day of the following school year for unrelated reasons, the allocations outlined in paragraphs **3.2** and **3.3** above will be provided on the first day of the school year.
- 3.5.2 Changes to the teacher's employment status during a school year shall result in an adjustment to allocations, as per **3.2 Sick Leave Days** and **3.3 Short-Term Leave and Disability Plan**.
- 3.5.3 Where a teacher is accessing sick leave and/or the short-term leave and disability plan in a school year and the absence for the same condition continues into the following school year, the teacher will continue to access any unused sick leave days or short-term disability days from the previous school year's allocation. A new allocation in accordance with paragraphs **3.2** and **3.3** will not be provided to the teacher until s/he has submitted medical clearance (consistent with the requirements of paragraph **3.7**) confirming that s/he is able to return to work and a bona fide return to work occurs.
- 3.5.4 A teacher who has utilized 131 days of combined sick leave and short-term leave and disability leave in the immediately preceding school year and continues to be absent for the same condition must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs, before s/he will be allocated further leave under this Article in the next school year.
- 3.5.5 A teacher returning from a long-term disability leave must provide medical clearance (consistent with the requirements of paragraph **3.7**) confirming s/he is able to return to work and a bona fide return to work occurs for the teacher to receive a new allocation of sick leave/short-term leave and disability leave. If the teacher has a recurrence of the same illness or injury the teacher is required to apply to reopen the previous LTD or WSIB claim.
- 3.5.6 WSIB remains first payor. A teacher who is receiving benefits under the *Workplace Safety and Insurance Act*, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under WSIB, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the WSIB of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments

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

- 3.5.7 LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.
- 3.5.8 Where a teacher is not receiving benefits from another source, and is working less than their full time equivalency in the course of a graduated return to work as the teacher recovers from an illness or injury, the teacher may use any sick/short-term leave and disability allocation remaining, if any, for the portion of the day where the teacher is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to a full instructional day.

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

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

This top up is calculated as follows:

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

- 3.6.3 When teachers use any part of a short-term sick leave day they may access their top-up bank to top up their salary to 100%. For clarity, one day in a top- up bank may be used to top-up ten days of STLDP from 90% to 100% of salary.

3.7 Administration

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

Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. In such cases, a school board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury at issue of the school board's choice at the school board's sole expense.

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

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

3.8 Long Term Disability (LTD)

- 3.8.1 The school board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the school board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The school board will remit premiums collected to the carrier on behalf of the teachers.
- 3.8.2 Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the school board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.
- 3.8.3 The Association is the policyholder of the Long-Term Disability Plans effective January 1, 2013, except as determined by **3.8.9** below. School boards shall promptly provide all data, related to the Long-Term Disability Plans, as requested by the Association's carrier.
- 3.8.4 All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
- 3.8.5 The Association will work with school boards and/or OCSTA to consider including non-teaching staff in a separate plan(s) where the viability of a current LTD plan remains in question after the teachers are withdrawn from the existing plan. The Association will decide upon any request by a school board whether or not to accept other employee groups into a long term disability plan(s), subject to plan provisions as determined by the Association.
- 3.8.6 The school boards shall enroll all teachers, identified in paragraph **3.8.4** above, in the Long-Term Disability Plan in the manner prescribed by the Association.

- 3.8.7 The school boards shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide teachers identified in paragraph **3.8.4** above represented by the Association with LTD Claim kits.
- 3.8.8 The school boards shall be responsible for the deduction and remittance of LTD premium contributions within fifteen (15) days in the manner prescribed by the Association. Boards shall be responsible for collecting premiums from teachers who are on a leave of absence from the board.
- 3.8.9 The Association shall consider requests by the Dufferin-Peel, Huron-Superior and London District Catholic School Boards to be a part of the Association Long-Term Disability Plan. The school boards shall continue to pay the LTD premiums for teachers and remit said premiums in accordance with paragraph **3.8.8** above unless otherwise agreed to by those school boards and the respective local units of the Association.
- 3.8.10 The Association shall assume all other administrative functions of the Long- Term Disability Plans for the Teachers.
- 3.8.11 The Association shall determine the design of the Long-Term Disability Plans, the terms and conditions of the plans and the selection of carrier(s), except for those boards listed in **3.8.9** above.
- 3.8.12 The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
- 3.8.13 School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
- 3.8.14 School boards shall participate in return to work programs initiated on behalf of disabled teachers.
- 3.8.15 School boards will not draw down on reserves, surpluses and/or deposits out of the teachers' share of the LTD plan without the express written consent of the Association. Such consent shall not be unreasonably withheld. This clause does not apply where the school board pays 100% of the LTD premiums (Dufferin-Peel CDSB and Huron-Superior CDSB).
- 3.8.16 LTD is separate and distinct from 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

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

6 PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

- 6.1 Should an existing local collective agreement provision provide a greater benefit to a teacher than the benefit provided by this provision, the existing provision shall prevail.
- 6.2 "Teachers' professional judgments are at the heart of effective assessment, evaluation, and reporting of student achievement." *Growing Success: Assessment, Evaluation, and Reporting in Ontario Schools*, First Edition, 2010.

A teacher's professional judgment is the cornerstone of assessment and evaluation. Diagnostic assessment is used to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning.

The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration, allows the teacher to gather data that is relevant, sufficient and valid in order to make judgments on student learning during the learning cycle.

Diagnostic Assessment

- 6.2.1 Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and which is compliant

with Ministry of Education PPM (PPM 155: Diagnostic Assessment in Support of Student Learning, date of issue January 7, 2013).

- 6.2.2 Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the 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.

6.3 Annual Learning Plan

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

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

7 BENEFITS

7.1 Funding

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

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

- 7.1.2.1 Funding amounts for benefits improvements:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

- 7.1.2.2 In addition to 7.1.2.1 the funding amounts for inflation:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%
- iii. September 1, 2021: 3%

- 7.1.3 In addition to the above the Crown shall make a one-time payment to the OECTA ELHT – OECTA separate account if the following should occur:

- i. If the audited financial statements for the year ending in December 31, 2020 reports net assets below 8.3% of the OECTA Teachers' Benefits Plan costs for that year due to inflation, the one-time

payment shall be equal to 3% of the annual employer contributions for the OECTA Teachers' Benefits Plan for the 2020-21 school year.

- ii. If no payment is made under i) and should the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OECTA Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OECTA Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) The difference between the reported net assets and the 15% threshold.

- 7.1.4 The Crown shall make only one payment under 7.1.3. The payment shall be made within 90 days of receipt of the audited financial statements.

7.2 INFORMATION TO BE PROVIDED TO PLAN ADMINISTRATOR/ASSOCIATION

- 7.2.1 Each school board shall provide to the plan administrator, information necessary to enroll members and process changes in members' status, as determined by the plan administrator acting reasonably, including but not limited to all new hires. Said information shall be provided via Board HRIS files, in accordance with the schedule(s) to be determined by the plan administrator acting reasonably, as part of the school board's HRIS file following the school board becoming aware of the hire or change in the member's status. School boards shall provide future dated status changes, once notified to do so by the plan administrator.
- 7.2.2 Upon written request from the plan administrator acting reasonably, each school board shall provide information required to correct or clarify information previously provided by the school board. Correcting and clarifying information shall be provided within seven (7) business days of receiving the written request, recognizing that an unusual circumstance may arise which results in a school board submitting the information late.
- 7.2.3 On the 1st business day of each month, school boards shall provide to the Association all information identified on Appendix A. The Association shall ensure that appropriate privacy safeguards are adopted to adequately protect any personal information provided via Appendix A.
- 7.2.4 Each school board shall deduct from the wages of participating members identified by the plan administrator, the amount of employee contributions that the member is required to make, in accordance with a payroll file provided by

the plan administrator, and shall remit said contributions to the plan administrator, on or before the first business day of each month.

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

8 EARNED LEAVE PLAN

- 8.1** Where a permanent teacher has acquired but not used an earned leave entitlement under the earned leave plan, as identified below, such earned leave entitlement (to a maximum of six days) may be used in accordance with the following:
- 8.2** Except as set out below, the earned leave program in article 8 of the 2014-17 collective agreement shall have no force or effect after August 31, 2019.
- 8.2.1** Partially Paid Days may be used by no later than June 30, 2022 or if not utilized by that date shall be paid out at the occasional teacher daily rate by the board as at June 30, 2022.
- 8.2.2** Unpaid days may be used prior to June 30, 2023. If not used by that date the unpaid days shall expire and have no residual value.
- 8.3** For purposes of calculating days earned in the 2018 -2019 school year, the following shall apply:
- 8.3.1** The board will communicate no later than October 15, 2019, the 2018/2019 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.3.2** By October 15, 2019, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under 8.3.3 below.
- 8.3.3** Each permanent teacher shall be provided with earned leave days for the 2018 - 19 school year in accordance with articles 8.5 to 8.10 inclusive of the 2014 - 17 collective agreement.
- 8.4** Unused earned leave days acquired up to June 30, 2019 and reported out as of October 15, 2019 may be used in accordance with the following:
- 8.4.1** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.
- 8.4.2** Access to leave days is available at any time during the school year.

- 8.4.3** Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
- 8.4.4** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.
- 8.4.5** The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

- 8.4.5.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;
 - 8.4.5.2** The government/employer will be obligated to match these contributions;
- 8.4.6** The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.
- 8.4.7** Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.
- 8.4.8** Leave day(s) requests are processed on a "first come, first served" basis.
- 8.4.9** Request for leave days on scheduled Professional Activity days shall not be denied.
- 8.4.10** Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).
- 8.4.11** All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.
- 8.4.12** Leave days shall not be subject to calendar restrictions.

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

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

9 RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

- 9.1 In addition to any other applicable leave provisions, any 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 Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

16 PAID LEAVES OF ABSENCE

- 16.1 For permanent teachers and long-term occasional teachers, any leave of absence for reasons other than illness or injury that, under a provision of the 2008-12 Collective Agreement or board practices and policies in effect during the 2008-2012 collective agreement that utilized deduction from sick leave, shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Collective agreements or board practices and policies in

effect from September 1, 2012 to August 31, 2014, that had five (5) days or less, shall remain at that number. Collective agreements or board practices and policies in effect from September 1, 2012 to August 31, 2014 that had more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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

17 HIRING PRACTICES

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

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

17.1 Seniority

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

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

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

17.2.2 For the purpose of establishing the order of the Roster, where seniority is equal among two (2) or more Occasional Teachers, the tie shall be broken according to the following criteria and in the following order, based on the greater experience:

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

17.2.2.2 Teaching experience as a certified teacher in Ontario;

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

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

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

17.3 The Appointment of Occasional Teachers in Long Term Assignments:

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

- 17.3.1** The school board shall not make an offer to any other person to fill a long-term assignment before having placed all redundant and supernumerary teachers in order of seniority.
- 17.3.2** If the Long Term assignment is not filled in accordance with 17.3.1, the school board shall post the assignment on its website for all occasional teachers on the school board's Roster to access, for at least three (3) weekdays, and will fill the assignment in accordance with the following:
 - 17.3.2.1** All Occasional Teachers shall have the ability to upload their portfolio to a secure and confidential space on Apply to Education or other equivalent space. Furthermore, Occasional Teachers shall be able to add/delete documents from their portfolio at all times;
 - 17.3.2.2** The school board shall identify the five most senior applicants to the LTO assignment posting who are available for the assignment and hold the required qualifications for the assignment, in accordance with articles 17.5.2 and 17.9 below. An Occasional Teacher shall be considered available for the assignment if said teacher has not already been assigned to another LTO position during the term of the LTO assignment being filled in accordance with this process. Each of the five most senior applicants shall be contacted and asked to confirm that they wish to be considered for the position. If any of the five applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that five applicants are considered. No further changes shall be made to the list of applicants to be considered for the assignment.
 - 17.3.2.3** The school board shall select the successful applicant from the applicants identified in 17.3.2.2. In doing so, the school board shall access and consider the information contained in the Occasional Teacher's portfolio. Should less than five (5) qualified applicants apply to the LTO assignment posting, the school board shall select the successful applicant from the qualified applicants;
 - 17.3.2.4** If no qualified occasional teachers apply to the LTO assignment posting or if all qualified applicants decline the position, the school board may hire an external qualified teacher, in accordance with articles 17.5.2 and 17.9 below, who is not on the Roster, to fill this assignment.

17.4 Occasional Teacher Evaluations

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

occasional teacher receive a satisfactory evaluation at any time, further evaluations may occur where a principal has reasonably identified concerns in the occasional teacher's performance.

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

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

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

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

17.5 Postings for LTO Assignments and Permanent Positions

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

17.5.2 For an applicant to be considered qualified for the position, the applicant shall hold the required qualifications, as per the *Education*

Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), in the subject(s) and division(s) identified in the posting. Where a posting identifies more than two subjects, it shall identify the two subjects for which qualifications are required.

- 17.5.3** If one of the subjects identified in the posting is a restricted subject, as identified in Regulation 298, the applicant must hold the qualification for the restricted subject.
- 17.5.4** All postings shall identify that the end date is subject to change, as applicable.

- 17.6** The Hiring of Occasional Teachers to 65% of Permanent Teaching Positions The school board shall not make an offer to any other person to fill a permanent position before having placed all redundant and supernumerary teachers in order of seniority.

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a minimum of sixty-five percent (65%) of all vacant permanent teaching positions, including a minimum of sixty-five percent (65%) of all full-time (1.0 FTE), posted for each school year, in accordance with the following procedure:

- 17.6.1** Occasional Teachers who have completed a minimum of one (1) LTO assignment that was a minimum of four (4) months in duration, and, in accordance with 17.4.1, whose last evaluation resulted in a satisfactory rating, shall be eligible to apply for any posted permanent teaching positions;
- 17.6.2** All vacant permanent teaching positions shall be posted on the school board's website available to all the school board's occasional teachers on the school board's Roster for at least three (3) weekdays, in accordance with article 17.5.
- 17.6.3** Subject to article 17.7 the school board shall identify the three (3) most senior applicants to the position who hold the required qualifications for the position, in accordance with articles 17.5.2 and 17.9, to be interviewed for the position. Prior to interviewing any of the three applicants, the applicants shall be contacted and asked to confirm that they wish to be interviewed for the position. If any of the three applicants indicate that they do not wish to be considered, the board shall contact the next most senior qualified applicant, thereby ensuring that three applicants are interviewed. No further changes shall be made to the list of applicants to be considered for the position. Each of the identified applicants shall then be interviewed.
- 17.6.4** Following the interviews, the school board shall select the successful applicant from the applicants identified in 17.6.3. Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants.
- 17.6.5** If no qualified occasional teachers apply to the vacant permanent teaching position posting or if all qualified applicants decline the

position, the school board may hire an external qualified teacher who is not on the Roster to fill this position.

17.7 The Hiring of Occasional Teachers to 35% of Permanent Teaching

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

Subject to the requirement to first place redundant and supernumerary teachers and the denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, school boards shall fill a maximum of thirty-five percent (35%) of all vacant permanent teaching positions, including a maximum of thirty-five percent (35%) of all full-time (1.0 FTE), posted for each school year, from applicants from the Roster, in accordance with the following procedure:

- 17.7.1.1** The school board shall post the vacant positions consistent with article 17.5 and, subsequent to interviewing a minimum of three (3) applicants who hold the required qualifications for the position, in accordance with articles 17.5.2. and 17.9, shall select the successful applicant for the permanent position.
- 17.7.1.2** Should less than three (3) qualified applicants apply to the vacant permanent teaching posting, the school board shall interview all applicants and, after interviewing each, select the successful applicant from the qualified applicants;
- 17.7.1.3** In addition to the applicants from the Roster, a school board may choose, as one of the applicants to be interviewed, a teacher employed as a permanent teacher elsewhere in the province who has applied to the posting. Should the school board hire that teacher, the school board shall provide the name of the former employing District School Board to the local unit president, in addition to all other information that the school board is required to provide.
- 17.7.1.4** School boards shall ensure that at no time during a school year does the number of vacant permanent teaching positions filled in accordance with the provisions of 17.7 exceed thirty-five (35%) percent of the total number of vacant permanent teaching positions or thirty-five percent (35%) of all full-time (1.0 FTE) vacant permanent teaching assignments filled during the school year.
- 17.7.2** Under either of the processes outlined in 17.6 or 17.7, following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed by a member of the interview team who will provide recommendations, in writing, that shall be made to help enhance professional growth that may lead to a successful application in the future. The school board shall arrange for the meeting involving the Unit President or designate and the occasional teacher. The meeting shall take place within one month of the issuance of the

interview, or as mutually agreed to by the school board and the local unit president or designate.

- 17.8** It is understood that all teachers hired under article 17.6 and 17.7 are subject to the surplus and redundancy provisions of the collective agreement.
- 17.9** Additional Qualifications for Specialized Assignments/Positions
OCSTA and the Association recognize that in addition to the required qualifications for both LTO assignments and permanent positions as defined in article 17.5.2, the following positions shall include the additional requirements listed below:
- i. Special Education Self-Contained Classes – at least 2 years in accumulated experience as a Special Education Resource Teacher, or hold a Special Education Specialist qualification.
 - ii. French Immersion Assignments/Positions – applicants may be required to demonstrate their French fluency. It is understood that this is not a requirement for core French assignments/positions. Teachers with an FSL Specialist qualification or a DELF qualification shall be exempt from this requirement.

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

18 INFORMATION DISCLOSURE TO OECTA

- 18.1** The Board shall provide to OECTA on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:
- 18.1.1 The absent teacher's name, assignment and school;
 - 18.1.2 The start date of the assignment and the duration;
 - 18.1.3 The name of the occasional teacher or individual filling the absence;
 - 18.1.4 The date/time the job was posted;
 - 18.1.5 The date/time the job was filled;
 - 18.1.6 The name of any certified teacher not on the Roster, employed to fill a teacher absence.
- 18.2** The Board shall provide to OECTA on a semi-annual basis:
- 18.2.1 The name of any teacher on a Temporary Letter of Approval;
 - 18.2.2 The name of any individual on a Letter of Permission;
 - 18.2.3 The name of any uncertified person employed to replace an absent teacher.
- 18.3** The Board shall provide to OECTA:
- 18.3.1 The current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.
- 18.4** For each LTO and permanent position, the Board shall provide the following information to OECTA:

- 18.4.1 The job posting at the time the posting is circulated in the system and/or is posted externally. The posting shall identify the posting number, the school, division(s) or grade(s) and as applicable, subject(s), the FTE, the start and end dates of the assignment, the posting start and closing dates;
 - 18.4.2 The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
 - 18.4.3 For permanent positions, the list of interviewees, including the name of the permanent teacher employed elsewhere, within three (3) weekdays of the closing of the posting;
 - 18.4.4 For LTO positions, the list of the five (5) most senior applicants who are qualified and available, as per article 17.3.2.2, within three (3) weekdays of the closing of the posting;
 - 18.4.5 The name of the successful candidate within three (3) weekdays of the successful applicant being selected and whether it was filled in accordance with 17.6 or 17.7;
- 18.5 In boards where the above information in 18.1 through 18.4 is provided more expeditiously, 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, 2019 to August 31, 2022.
- 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.

21 HEALTH AND SAFETY

- 21.1 All incidents of workplace violence, including sexual violence, as defined in the Occupational Health and Safety Act, are to be reported using the school board's online reporting tool.

- 21.2 Following the occurrence of an incident of workplace violence resulting in worker injury, or an incident of domestic violence, where the measures and precautions currently in place were followed but did not prevent the workplace injury, or the domestic violence incident, the school board shall conduct a risk reassessment and revise measures and procedures, including but not limited to, creating/updating a safety plan, in an effort to prevent further workplace injury or the recurrence of a domestic violence incident.
- 21.3 Consistent with obligations outlined in section 32.0.5 of the Occupational Health and Safety Act, a school board shall provide teachers at a school board worksite access to safety-relevant information with respect to each person at the worksite with a history of violent behaviour, if the teacher can be expected to encounter the person in the course of their work and the risk of workplace violence is likely to expose the teacher to physical injury. Teachers shall be able to access, in a secure location (electronic or paper), a form, which identifies the person and includes the person's name, and, as appropriate, grade, classroom/class schedule, possible locations of encounter, known safety-relevant triggers or observable behaviours as well as safety-relevant interventions and a crisis-response plan, if any. Occasional and on-call teachers will be advised of the existence of, and shall have access to, the safety-relevant information where the teacher can be expected to encounter the person during their assignment. Teachers will ensure that the information for which access is provided is held in strict confidence and protected from disclosure.
- 21.4 The Online Reporting Tool
- 21.4.1 Effective September 1, 2019, each school board shall ensure that the online reporting tool used by teachers is functioning and is fully compliant with the system specifications as outlined in memorandum 2018:SB06. Teachers will be provided with information and training on using the online reporting tool.
- 21.5 Ability to Summon Immediate Assistance
- 21.5.1 Subsection 32.0.2(2)(b) of the Occupational Health and Safety Act outlines that school boards have measures and procedures for summoning immediate assistance when workplace violence occurs or is likely to occur, including field trips. Where school boards do not already have policies/measures/procedures addressing this issue, these shall be implemented by September 1, 2020.
- 21.6 The Joint Health and Safety Committee (the JHSC)
- 21.6.1 Each June, the worker and employer co-chairs shall set the schedule of JHSC meetings for the next school year. Meeting dates and times shall be mutually agreed to by the co-chairs. The schedule of meeting dates shall be shared with all members of the JHSC prior to the end of June.
- 21.6.2 The agenda for each JHSC meeting shall include, as a standing item, workplace violence.
- 21.6.3 Information provided to the JHSC via the school board's online reporting tool shall replace the person's name with a unique identifier, as agreed to by OCSTA

and the Association, that allows the JHSC to track multiple violent incidences involving the same person, regardless of the school enrolment location.

21.7 The parties agree to continue the OCSTA/OECTA provincial health and safety committee established in 2015. The committee shall meet regularly, as determined by the parties, and shall develop the following resources/leading practices to be shared with all English Catholic school boards by July 1, 2020:

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

22 CHANGES IN FULL-TIME EQUIVALENT STATUS (FTE)

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

22.2 Increases in FTE Status

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

22.3 Decreases in FTE Status

Full-Time to Part-Time:

Teachers seeking to reduce their full-time assignment to a part-time assignment for the following school year must make a written request, to the Director of Education or designate, prior to February 28. Requests shall be granted where practical, as

determined by the Director of Education or designate. Such requests shall not be unreasonably denied. The structure of the reduced assignment must be consistent with the needs of the Board and school, as well as the program and/or schedule of the school.

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

23 E-LEARNING

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

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

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

Non-Vested Retirement Gratuity for Teachers

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

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

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

Y = accumulated sick days (as of August 31,

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

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

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

LETTER OF AGREEMENT #2**BETWEEN**

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

AND

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

RE: Health and Safety

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

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

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

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

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

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

LETTER OF AGREEMENT #3**BETWEEN**

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

AND

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

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

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

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

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

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

LETTER OF AGREEMENT #4**BETWEEN**

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

AND

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

AND

The Crown

RE: Acting Administrators

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

And Whereas OCSTA does not agree with the interpretation of the SBCBA adopted by OECTA; And Whereas OCSTA and OECTA are committed to finding a solution to allow

Catholic school boards the ability to continue to assign bargaining unit members ("Members") as Acting Administrators and continue to apply the provisions of the collective agreement to them;

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

1. Representation

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

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

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

Arbitration of Differences

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

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

-
and -

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

AND

The Crown

RE: Benefits

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

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

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

1. PRINCIPLES

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

2. GOVERNANCE**2.1 Board of Trustees**

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

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

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

3. ELIGIBILITY AND COVERAGE

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

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

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

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

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

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

- 3.7** Each Board shall provide to the Trustees of the OECTA ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix 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 $1/12^{\text{th}}$ 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.

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Wellness and Attendance Review Committee

The parties shall establish a joint committee.

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

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

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

The committee's mandate shall be to:

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

OECTA agrees to inform its membership in writing on a semi-annual basis with respect to ongoing absenteeism data and trends, and wellness promotion initiatives. OCSTA agrees to

inform its membership in writing on a semi-annual basis with respect to leading practices in supporting timely return to/remain at work initiatives.

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: OTBU Amalgamations

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

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

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

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

LETTER OF AGREEMENT #8**BETWEEN**

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

AND

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

RE: Status Quo Board Imposed Fees/Levies

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

LETTER OF AGREEMENT #9**BETWEEN**

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

AND

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

RE: Supplementary Employee Benefits – Article 14

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

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

LETTER OF AGREEMENT #10**BETWEEN**

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

AND

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

AND

The Crown

RE: E-Learning

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

LETTER OF AGREEMENT #11**BETWEEN**

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13**BETWEEN**

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

AND

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

AND

The Crown

RE: ELHT Benefit Matters

1. Retirees

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

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

decisions by the Trust.

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

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

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

2. Structural Review

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

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

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

3. Board Benefits Surplus

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

LETTER OF AGREEMENT #14**BETWEEN**

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

AND

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

AND

The Crown

RE: OECTA's Court Challenge

It is understood and agreed that the increases identified in Article 2 are agreed to without prejudice to OECTA's right to continue its application in Court File No. CV-20- 006360890000 challenging the constitutionality of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* SO 2019, c 12. It is further understood and agreed that OECTA will not amend its application in Court File No. CV-20- 006360890000 to seek a declaration that Ontario Regulation 132/12 – Class Size (as amended by Ontario Regulation 287/19) or Ontario Regulation 277/19 – Grants for Student Needs – Legislative Grants for the 2019-2020 School Board Fiscal Year are unconstitutional.

LETTER OF AGREEMENT #15**BETWEEN**

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

AND

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

RE: The Support for Students Fund

OECTA and OCSTA agree that subject to school boards receiving funding consistent with the Supports for Students Fund in the 2020-2021 and 2021-2022 school years the following shall apply for the 2020-2021 and 2021-2022 school years:

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

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2019-2020 and 2020-2021 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.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2020-2021 and 2021-2022 school years. The number of positions will be based on Appendix III. Appendix III shall be made available to boards to be shared with JSCs.

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

The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a staffing/posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board's allocation of the system investment, for the 2020-2021 and 2021-2022 school years, which shall be limited to:

- School(s)

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

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

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

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment with a target date of October 31, 2020 and October 31, 2021 subject to the completion of the local ratification.

LETTER OF AGREEMENT #16**BETWEEN**

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

AND

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

RE: Domestic and Sexual Violence

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

LETTER OF AGREEMENT #17**BETWEEN**

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

AND

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

RE: No Reprisals

OCSTA and OECTA agree that:

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

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

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

LETTER OF AGREEMENT #18**BETWEEN**

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

AND

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

AND

The Crown

RE: Class Size Local Language**Average Secondary Class Size**

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

E-Learning

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

Appendix A

OECTA Membership Fee Remittance File Requirements

File Description

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

Data File - Field Specifications

Field Name	Data Type	Data Format	Data Values (if applicable)	Data Value Description (if applicable)
MemLastName	Text			(Full Last Name)
MemFirstName	Text			(Full First Name)
MemAddr1	Text			(Mailing Address)
MemAddr2	Text			(Mailing Address)
MemCity	Text			(Mailing Address)
MemProv	Text			(Mailing Address)
MemPostal	Text	A9A9A9		(Mailing Address)
MemStartDate	Date	mm/dd/yyyy		(Permanent Member Start Date)
MemTermDate	Date	mm/dd/yyyy		(Permanent Member Termination Date)
MemSIN	Numeric	999999999		(Social Insurance Number)
MEN	Numeric	999999999		(Ministry Educator Number, OnSIS)
Board	Numeric	999999		(Ministry Board ID)
ActSal	Numeric	999999.99		(Annual Actual Salary)
GridSal	Numeric	999999.99		(Annual Grid Salary)
FeeFixAmt	Numeric	9999.99		(Fixed Dollar Portion)
FeeVarAmt	Numeric	9999.99		(% Based Portion)
Permanent FTE	Numeric	1.00		(Percentage Teaching Time)

				1=100%, .5=50%, etc.)
LTO FTE	Numeric	1.00		(Percentage Teaching Time 1=100%, .5=50%, etc.)
PayPeriod	Numeric	99		(Pay Period 01, 02, etc)
MemType	Text	AA	PM	Permanent (If Permanent FTE>0)
			OT	Occasional
			CT	Continuing Education
			UT	Unqualified Teacher
MemStatus	Text	AA	AC	Active
			TE	Terminated
			RT	Retired
MemLeaveStatus	Text	AA	DS	Deferred Salary
			UL	Unpaid Leave
			PL	Paid Leave
			DL	Disability Leave (LTD)
			WS	WSIB
			PP	Pregnancy/Parental Leave
MemPanel	Text	A	E	Elementary
			S	Secondary
			O	Occasional
CurrSal	Numeric	99999.99		(Current Actual Salary)
CurrGrid	Numeric	99999.99		(Current Grid Salary)
OCT	Numeric	123456		(Ontario College of Teachers' registration number)
BoardEmail	Text	example@cdsb.com		Board Email Address

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? time

☐ Yes

☐ Not at this

6. Is the patient able to return to work:

with accommodation

without accommodation

☐

☐

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

☐ unable to return to work at this time

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

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

Part 5 below is to be completed.

Part 3 – Medical Practitioner – please complete the following:**COGNITIVE LIMITATIONS AND/OR RESTRICTIONS**☐ N/A

Please describe **cognitive** limitations and/or restrictions. Physical limitations and/or restrictions, if any, can be detailed in Part 4. These cognitive restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.

Date of Assessment: _____
(dd/mm/yyyy)

<u>Level of Functioning</u> (Please circle which level applies for each task)	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Supervision Required	needs constant supervision	needs frequent supervision	needs limited supervision	requires no supervision
Supervision of Others	not able to supervise others	can meet demands of or for occasional supervision	can meet demands of or for regular supervision	can meet demands of full supervision
Tolerance to Deadlines	cannot deal with deadline pressures	occasionally deal with deadlines	can deal with deadlines that are reoccurring	can deal with strict deadlines
Attention to Detail (indicate maximum time the Individual can concentrate)	concentration on detail is severely limited	concentrate on detail is limited	can concentrate on details, needs occasional breaks of non detailed work	able to concentrate intensely on detailed work
Performance of Multiple Tasks	can deal with one task at a time	can handle more than 1 task but requires cues as to when to do task	can handle multiple tasks requires some time management assistance	fully able to handle multiple tasks without difficulty
Tolerance to External Stimulus	needs quiet, non distracting work environment	can cope with small degree of distraction	can cope with distracting stimuli for portion of day	fully able to cope with multiple stimuli without negative effect
Ability to Work with Others Cooperatively	tolerates working alone	can tolerate others within vicinity, but needs to perform independent tasks	can work with others cooperatively when required	fully able to work in close cooperation with others
Confrontational Situations	unable to cope with confrontational situations	can cope with exposure to confrontational situations with back-up available	moderate ability to cope with confrontational situations	able to deal with confrontational situations with tact and control
Responsibility and Accountability	errors in judgment or attention likely to occur	can exercise a moderate level of responsibility with occasional need for support	can accept responsibility including the responsibility for the safety of others	can accept a high level of responsibility including sensitive situations

Prognosis (based on objective assessments)

From the date of this assessment, the above will apply for approximately:

- ☐ 1-2 weeks ☐ 3-5 weeks ☐ 6-8 weeks ☐ 2-3 months ☐ 4-6 months
☐ 6+ months ☐ Unknown

Recommendations for work hours and start date:

- ☐ Regular full time hours ☒ Modified hours ☐ Graduated hours

Start Date:

(dd/mm/yyyy)

Next appointment date to review Limitations and/or Restrictions:

(dd/mm/yyyy)

Part 4 - Medical Practitioner – please complete the following:

PHYSICAL LIMITATIONS AND/OR RESTRICTIONS <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"/> Limited use of hand(s): <div style="display: flex; justify-content: space-between;"> Left Right </div> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <input type="checkbox"/>
<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 5 – Health Care Practitioner Information

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

PART “B”

LOCAL TERMS

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

TORONTO ELEMENTARY CATHOLIC TEACHERS OF

THE ONTARIO ENGLISH CATHOLIC TEACHERS’

ASSOCIATION (TECT)

PREAMBLE

The Catholic Teachers of the Toronto Catholic District School Board are called, in many ways, to bring the gospel values of faith, hope and love to each and every child entrusted to their care. This mission of Catholic education is realized by a philosophy of living and learning which is rooted in and supported by our tradition and faith. The legacy of Catholic education lives on through each and every educator who recognizes and believes in the gifts of self and others, and who joyfully communicates the good news to all God's children.

The Toronto Catholic District School Board and the Toronto Elementary Catholic Teachers OECTA Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

The parties are committed to meet the above expectations through collaboration and cooperative efforts.

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- -

THIS AGREEMENT made as of the **22ND day of April, 2022**

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

Hereinafter referred to as the “Board”

OF THE FIRST PART

- and -

THE TORONTO ELEMENTARY CATHOLIC TEACHERS OF THE ONTARIO
ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

Hereinafter referred to as the “Teachers”

OF THE SECONDARY PART

Whereas the Collective Bargaining Committee has been appointed by the Teachers to represent them in meeting with the Board to establish salary schedules, allowances, benefit plans and certain conditions of employment related thereto for the school years **2019/2022** including a procedure for settling grievances arising under this agreement;

AND WHEREAS the Board and the Teachers have entered into this agreement for the above recited purposes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Teachers do covenant, undertake and agree the one with the other as follows:

ARTICLE 1
DEFINITIONS

- 1.01 (a) “teacher” shall mean any employee of the Board who falls within the term “teacher” as defined in the “Education Quality Improvement Act” who is a Part X.1 teacher engaged in a teaching function and is an elementary school teacher, and includes elementary school teachers of continuing education as defined by the Education Act R.S.O., c.E.2 (1990) and the regulations pertaining thereto and is a member in good standing of the Ontario College of Teachers, but does not include a supervisory officer, a principal, a vice-principal, an instructor in a teacher training institution or any individual teaching on a Letter of Permission.
- (b) “elementary school teacher” shall mean:
- (i) a teacher whose entire assignment includes only elementary school responsibilities; or
 - (ii) a teacher whose assignment includes both elementary and secondary school responsibilities, and who previously was an elementary school teacher with this Board; or
 - (iii) a teacher whose assignment includes both elementary and secondary school responsibilities and who was not previously an elementary school teacher with this Board, but who chooses to be an elementary school teacher; or
 - (iv) a teacher who is defined as an “elementary school teacher” under 1.01 (b) (ii) or a teacher who opts to be an elementary school teacher under 1.01 (b) (iii) shall remain as an elementary school teacher until the teacher’s assignment does not include any elementary responsibilities.
- (c) “elementary school teacher” shall mean “teacher” and vice versa, as appropriate to the context.
- (d) “secondary school teacher” shall mean:
- (i) a teacher whose entire assignment includes only secondary school responsibilities; or
 - (ii) a teacher whose assignment includes both elementary and secondary school responsibilities, and who previously was a secondary school teacher with this Board; or
 - (iii) a teacher whose assignment includes both elementary and secondary school responsibilities and who was not previously a secondary school teacher with this Board, but who chooses to be a secondary school teacher.
 - (iv) A teacher who is defined as a “secondary school teacher” under 1.01 (d) (ii) or a teacher who opts to be a secondary school teacher under 1.01 (d) (iii)

shall remain as a secondary school teacher until the teacher's assignment does not include any secondary responsibilities.

- (e) "part-time teacher" shall mean a teacher employed by the Board on a regular basis for other than full-time duty.
- (f) "elementary school" shall mean a school where programs from JK to Grade 8, may be offered, under the jurisdiction of the Board, but does not preclude other organizational structures.
- (g) "secondary school" shall mean a school, where programs from Grade 9 to 12 including an adult education centre, in which secondary school programmes are offered under the jurisdiction of the Board, but does not preclude other organizational structures.
- (h) (i) "elementary school continuing education teacher" shall mean an individual who falls within the term "teacher" as defined in the Education Act who is engaged in the teaching of an elementary school continuing education course.
- (ii) "elementary school continuing education course" shall mean a course developed from Ministry of Education Guidelines or approved by the Ministry, which is ordinarily offered to elementary school students, which requires the person delivering the course to hold a valid teaching certificate and which is eligible for continuing education grants.
- (i) "placement" shall mean the category and qualified experience placement of a teacher within the salary scale(s).
- (j) "school year" shall mean school year as defined by the Education Act.
- (k) "instructional day" shall not exceed 300 teaching minutes for teachers inclusive of Preparation and Evaluation time.
- (l) "position of responsibility" shall mean, resource teacher, and assessment and programming teacher.
- (m) "OECTA" shall include elementary school teachers employed by the Board.
- (n) "Representative" of OECTA shall mean the President or designate(s) of OECTA.
- (o) "surplus" in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board in a particular school or other workplace. "Surplus" in reference to a position means a position which is no longer required by the Board in a particular school or other workplace.

- (p) “redundant” or “redundancy” in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board and who has been laid off or has been notified by the Board that such teacher is to be laid off.
 - (q) “itinerant teacher” shall mean a teacher who is required to teach in more than one (1) school/workplace.
 - (r) “supernumerary teacher” shall mean a member of the Bargaining Unit who has not been placed in a permanent open position.
 - (s) “period of leave” shall mean the total number of days that a teacher was on leave with or without pay across all adjacent leaves including statutory leaves.
 - (t) “temporary open position” shall mean a vacant teaching position for which a teacher on leave of absence has the right of return. Such position shall be for the duration of one school year (September to June) or the remainder of the school year.
 - (u) “permanent open position” shall mean a vacant teaching position for which no teacher is assigned. This includes, but is not limited to, those vacant positions created due to new or expanding schools, new or expanding programs, retirements or any position to which a certified teacher is not assigned.
 - (i) “program specialty teacher” (PST) shall mean a teacher who is assigned to the programs of Vocal Music, Instrumental Music, Health & Physical Education or a combination of these programs for all or a portion of their Basic Time Classification (BTC).
 - (w) “workday” for purposes of employment insurance only, the number of insurable hours to be reported shall be reported as eight (8) hours per day.
- 1.02 The Board shall continue to develop and maintain role descriptions including major duties for positions of responsibility. These descriptions shall be completed by September 1, 2000 and shall be regularly updated thereafter. These shall be placed in the Human Resources Manual and/or other document(s) readily available to teachers.
- 1.03 (a) Probationary status shall mean that a teacher has not yet achieved permanent status.
- (b) Permanent status shall mean that a teacher has successfully completed the required probationary period.
- 1.04 The school year shall be comprised of one hundred and ninety-four (194) school days and no teacher shall be required to work in excess of one hundred and ninety-four (194) school days unless so determined by the Ministry of Education.

ARTICLE 2
SCOPE

- 2.01 (a) The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agents for its elementary school teachers in all matters pertaining to the maintenance, interpretation and renewal of the Collective Agreement including any Board or Ministry of Education initiatives affecting members of this Bargaining Unit.
- (b) This agreement applies to all elementary school teachers employed by the Board at any time during the term of this agreement.
- (c) Every teacher employed by the Board shall be either an elementary school teacher or a secondary school teacher or choose to be an elementary school teacher or a secondary school teacher in accordance with Article 1.
- 2.02 The Board shall not pay a newly employed teacher a salary higher than that being paid a member of the incumbent staff having equal qualifications, qualified experience and responsibility.
- 2.03 The Board shall not require any member of the Bargaining Unit to participate in the evaluation of another bargaining unit member.

ARTICLE 3 PLACEMENT-QUALIFICATIONS

- 3.01 Subject to the other sections of this Article, placement of teachers shall be determined in accordance with “QECO Teacher’s Qualifications Evaluation Programme 5” (hereinafter referred to as “QECO 5”).
- 3.02 Teachers shall submit to the Human Resources Department of the Board:
- (i) their QECO 5 Statement(s) or Letter(s) of Evaluation, and
 - (ii) all certificates and documents on which the QECO evaluation(s) may be or was based and evidence of any additional qualifications for evaluation and category placement by the Human Resources Department.

All such statements, letters, certificates, and documents must be submitted before any evaluation and category placement is effected.

- 3.03 Successful completion of the year at Lumen Vitae, Divine Word, the “Master of Theological studies” program offered by St. Augustine’s Seminary prior to September, 1992 or equivalent is to be equated to five (5) university courses for advancement to Category A1.
- 3.04 Successful completion of the courses in Religious Education offered jointly by OECTA and OCSTA or AEFO and AFCSTO respectively, or the “Masters or diploma programs in Theological studies” offered by St. Augustine’s Seminary, will be recognized in the same manner as a university course for advancement to Category A1.
- 3.05 No teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect prior to the introduction of QECO 5 shall have that teacher’s placement reduced because of QECO 5.
- 3.06 Teachers with recognized university degrees who hold only the Certificates for the teaching of French to English-speaking pupils will be placed in Category A1.
- 3.07 A teacher who before the beginning of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is entitled to the appropriate adjustment in salary retroactive to September 1 of that school year.

Any teacher is entitled to the adjustments in salary referred to above if the teacher has completed and has delivered to the Human Resources Department by November 30 the appropriate year’s Category Upgrading Form and has submitted proof of qualifications by June 1, of the school year for which the adjustment is to be made.

- 3.08 A teacher who before January 1 of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is

entitled to the appropriate adjustment in salary retroactive to January 1 of that school year.

Any teacher is entitled to the adjustments in salary referred to above if the teacher has completed and has delivered to the Human Resources Department by March 31, the appropriate year's Category Upgrading Form and has submitted proof of qualifications by June 1, of the school year for which the adjustment is to be made.

- 3.09 No teacher shall be placed in a grade assignment for which the teacher does not hold the appropriate qualifications without the teacher's written consent. A copy of all such letters of mutual consent shall be filed in the teacher's official file and a list of all teachers who sign letters of mutual consent shall be forwarded to the TECT President no later than October 30.

ARTICLE 4 PLACEMENT-EXPERIENCE

- 4.01 All previous qualified experience to the maximum for category will be credited. “Qualified experience” shall mean with respect to any teacher hired effective on or after September 1, 1978, full-time or part-time experience
- (i) gained as a teacher or other acceptable equivalent experience while under contract with the Board as a person qualified at the time as a teacher in Ontario, and
 - (ii) gained teaching in Ontario or anywhere which, if the teacher had been employed at the time in the Province of Ontario, would have been credited as experience under the statutes or regulations then in force in the said Province, but excluding experience gained while on a daily or hourly rated basis.
- 4.02 Unqualified teaching experience will not be credited except teaching, as approved by the Board, in a Canadian University or an Ontario community college effective September 1, 1986.
- 4.03 For the purpose of determining placement, qualified experience as documented shall be determined and credited as of September 1 each year.
- 4.04
- (a) For the purpose of determining “years” of experience, a “year” shall mean the ten (10) month period from September 1 of one year to June 30 of the immediately following year, both dates inclusive.
 - (b) Notwithstanding paragraph 4.04(a), if a teacher has, in addition to a completed year or years experience worked for a period (hereinafter called a “short year”) five (5) months or more but less than ten (10) months as of September 1 during the term of this agreement, such period shall be deemed for the purpose of experience to be a full year of experience.
 - (c) To determine the number of months so worked,
 - (i) the total number of teaching days worked in the particular school year shall be divided by the average number of days per month in such year, and
 - (ii) a short year shall have been completed if the teacher had worked a number of school days at least equal to the number of school days in the five months containing the least number of school days.
 - (d) Any months of experience completed in excess of the minimum short year shall be combined with the short year to form a year of experience before being credited to any additional experience.

- (e) If a teacher is employed for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach.
- 4.05 The “qualified experience” of a teacher while on pregnancy/parental leave shall be determined in accordance with clause 19.10.
- 4.06
- (a) Effective September 1, 2003, related work experience shall be recognized for teachers in any subject/program area, provided that the work experience is:
 - (i) related to the subject(s)/program for which the person holds qualifications;
 - (ii) in excess of that required for teacher certification;
 - (iii) composed of employment in industry, business or other related employment (summer and volunteer work being excluded) as documented.
 - (b) There shall be a limit of ten years experience advancement on the salary scale, to the maximum, as per Article 12.
 - (c) A joint committee consisting of three members appointed by the Teachers and three administrative representatives of the Board will review all applications for related work experience and determine the related work experience to be granted to an applicant.
 - (d) A teacher requesting consideration for related work experience shall apply in writing to the Superintendent of Human Resources on or before November 15 of the school year. The teacher shall provide all supporting documentation to the Superintendent of Human Resources no later than January 31 of the same school year. The Board will inform the teacher in writing no later than May 15 of its decision and any adjustment in salary shall be retroactive to the beginning of that school year.
 - (e) No teacher shall be granted related work experience more than once during the teacher’s employ with the Board.
- 4.07 Notwithstanding other clauses in Article 4, the Board may employ a teacher who, for the previous 12 months was employed by the Board but not as a teacher, at a beginning salary other than that established by this Collective Agreement provided that:
- (i) the salary paid does not exceed the salary the individual earned in the previous 12 months by more than 4%;
 - (ii) any time on a leave of absence shall be disregarded and not used for the purposes of meeting the 12 month requirement or the salary earned;

- (iii) the salary is not less than the salary set out in this Collective Agreement for a teacher with the same qualifications and qualified experience;
- (iv) the salary at no time exceeds the maximum salary payable to a teacher with the same qualifications;
- (v) the salary is agreed upon prior to beginning employment;
- (vi) the salary is red-circled by limiting future increases to 4% per year until such time as the salary payable under the Collective Agreement for the teacher's qualifications and qualified experience exceeds the initial salary plus annual adjustments; and
- (vii) a list, including name, previous position, placement on the salary scale and actual salary, of teachers hired under these provisions shall be sent yearly to the President of the unit.

ARTICLE 5 STAFF ALLOCATION

Staffing Ratios

- 5.01 (a) (i) Class caps will be consistent with the government legislation. The Board shall not exceed a Board-wide elementary school staffing ratio of 18.1:1 full-time equivalent elementary school students for every full-time equivalent elementary school teacher as per the TCDSB Superintendency Staffing and Enrolment Summaries as of October 31st in each school year. The Board shall not exceed a 24.5 class size average as per the Education Act in classes from Junior Kindergarten to Grade 8. This ratio shall exclude the following categories of teachers on the report: teachers on exchange, on Loan DND, on Loan OECTA, on Loan Science Centre, in Section 27 agreements, on Special Assignment, on Special Leave, on leave of absence, on statutory pregnancy/parental leave and Supernumeraries or Ontario “Teacher qualified” International Languages Instructors. The Board may hire additional teachers but such action shall not obligate the Board to retain teachers in excess of the above Board-wide elementary school staffing ratio.
- (ii) The TECT president shall receive a copy of the report required to be sent to the Ministry of Education with respect to aggregate class size for all the Board’s elementary classes. This report will be sent to TECT within six (6) work days of the submission to the Ministry.
- (b) The staff generated by article 5.01 (a) shall be allocated according to the procedures outlined in article 5.14. No changes shall be made to the method of allocation of staff to individual schools unless the procedures set out in article 5.14 are followed.

Grade 4-8 Class Size Reduction

- 5.02 (a) The Board agrees to hire the full complement of additional funded elementary teachers for the grade 4-8 class size reduction as set out in the PDT Agreement:
- September 1, 2009 – 0.18 teacher per 1000 grade 4-8 pupils
 September 1, 2010 – 0.37 teacher per 1000 grade 4-8 pupils
 September 1, 2011 – 0.57 teacher per 1000 grade 4-8 pupils
 September 1, 2012 – 0.96 teacher per 1000 grade 4-8 pupils.
- (b) In addition to the PDT funded teachers, the Board agrees to hire an additional 10 teachers each year for the grade 4-8 class size reduction for the following aggregate totals:
- September 1, 2009 – 10 teachers
 September 1, 2010 – 20 teachers
 September 1, 2011 – 30 teachers
 September 1, 2012 – 40 teachers.

- (c) The base for the calculation shall be the average class size that existed on September 30, 2008 (27.0 students per class).

- (d) This will commit the Board to the following average class sizes for grades 4-

8: September 1, 2009 – 26.7 students per class

September 1, 2010 – 26.4 students per class

September 1, 2011 – 26.1 students per class

September 1, 2012 – 25.7 students per class.

Maximum Class Loadings – Regular Classes

- 5.03 (a) Effective September 1, 2009, the following are the maximum class loading for the staffing of elementary schools, based on September 30 enrolments. Effective September 1, 2009, the class loadings will be in accordance with government legislation.

Class	
JK	21 (1/2 DAY)
SK	23 (1/2 DAY)
1	23
2-3	24
4-8	32

For the 2009–2010 school year, the maximum class loadings shall not be exceeded.

- (b) Effective September 1, 2010, the following are the maximum class loadings for the staffing of elementary schools, based on September 30 enrolments. Effective September 1, 2010, the class loadings will be in accordance with government legislation.

Class	
JK	21 (1/2 DAY)
SK	23 (1/2 DAY)
1	23
2-3	24
4-8	31

For the 2010–2011 school year, the maximum class loadings in grades 4-8 may be exceeded (1) student in any (1) class.

- (c) Effective September 1, 2011, the following are the maximum class loadings for the staffing of elementary schools, based on September 30 enrolments. Effective September 1, 2011, the class loadings will be in accordance with government legislation.

Class

JK	21 (1/2 DAY)
SK	23 (1/2 DAY)
KINDERGARTEN	Maximum 30 (Board average 26)
1-3	23
4-8	31

Integration

- 5.04 Students who are integrated into a class at any point during the school day, regardless of the time they are integrated, shall be counted toward the calculation of the maximum class loading for that class.

Maximum Class Loading – Combined Classes

- 5.05 (a) There shall be no double split classes.
- (b) The parties recognize the additional burden of teaching combined grades. Where reasonably possible, split grades should be avoided. Although it is recognized that this will not always be possible the following will apply:

The combined grades 4/5, 5/6, 6/7 and 7/8 shall be capped at:
 Effective September 1, 2009 – 30
 Effective September 1, 2010 – 29.

- (c) In the case of the class which contains students in more than one grade level, then the average class cap of the two grades, rounded down, shall apply.

Addressing Unreasonable Class Loadings

- 5.06 (a) Where a teacher considers that the teacher's class loading is unreasonable, the matter may be referred to the OECTA Association Representative for consideration by the LSSAC and the Principal. If the matter is not resolved five (5) school days after it has been referred to the principal and the LSSAC, the matter may be referred to the appropriate superintendent of education. If the matter is not resolved five (5) school days after it has been referred to the superintendent of education, the teacher may refer the matter to the Staff Allocation Committee for further consideration, via either co-chairperson. The other co-chairperson shall forthwith be advised and a meeting of the Staff Allocation Committee shall be called within five (5) days. The decision of the Staff Allocation Committee shall be final and binding. In the event that the SAC does not make a decision, the matter, together with a report from each co-chair, may be referred to the Director of Education, whose decision shall be final and binding.
- (b) Class loading problems that may arise under article 5.03 of the Collective Agreement shall be resolved as soon as is reasonably practicable after receipt by the Board of the Form 100 or its equivalent for September 30. It is understood that, barring special circumstances, any such problems will be resolved by October 15.

Travel Time

- 5.07
- (a) An itinerant teacher shall be provided with a minimum of twenty (20) minutes travel time between the schools/workplaces.
 - (b) Each Program Specialty Teacher and French as a Second Language Core Teachers shall be provided four or five minutes of travel/transition time between classes and entry of students in the morning and afternoon. Such time shall be reflected on the timetable of the affected teachers.
 - (c) Where a teacher moves from class to class to deliver the core programming assignment within a school/workplace, such teacher shall be provided with up to a maximum of five (5) minutes, as required, travel/transition time between classes. Such time shall be indicated on the teacher's timetable.

Lunch Breaks

- 5.08 Each teacher shall have not less than 40 consecutive minutes for a lunch break in accordance with Regulation 298 made under the Education Act.

Supervision Duties

- 5.09
- (a) No teacher shall be assigned supervision duties beyond an average for the school of eighty (80) minutes per week.
 - (b) Each school shall endeavour to achieve supervision time of an average for that school of sixty (60) minutes per week for each teacher.
 - (c) There may be schools that require supervision time in excess of an average for the school of sixty (60) minutes per week due to local conditions at those schools.
 - (d) If a school does not meet these guidelines, the issue of supervision may be referred to the Staff Allocation Committee (SAC) established by Article 5.
 - (e) If the matter is not resolved by the SAC, it may be referred to the Superintendent responsible for the school.
- 5.10 The Board shall continue its program to provide one lunchtime supervisor per school, to assist schools with the supervision of students during their lunch break in all schools.
- 5.11
- (a) Provided instruction in the International Languages Extended Day Program is continued, the Board shall provide supervisors of students to be allocated by the Staff Allocation Committee. These supervisors of students shall be hired for the International Languages extended day schools to supervise those students who are not participating in or supervised through the International Languages program, and to provide lunchtime supervision in such schools.

- (b) The foregoing arrangement will allow each regular classroom teacher who has students scheduled to have International Language instruction, unassigned time equivalent to this International Languages extended day instructional period. All other teachers shall have unassigned time exclusive of recesses and lunch break during the extended day. The unassigned time shall be equal to the length of the extension of the school day as a result of the International Languages instruction. Unassigned time due to International Languages extended day shall be exclusive of planning and evaluation time.
- (c) In the event that a teacher supervises students due to the absence of an International Languages instructor, or a replacement for the International Languages instructor, the Board, upon application in writing by the teacher and verification by the principal, will pay such teacher, in addition to the teacher's regular salary, for each hour of supervision at the following rates:

Effective **September 1, 2019** \$45.47 per hour

Effective **September 1, 2020** \$45.92 per hour

Effective **September 1, 2021** \$46.38 per hour

- (d) (i) If a teacher's unassigned time is scheduled during Period 1, the teacher does not have to report to school until the beginning of Period 2.
- (ii) If a teacher's unassigned time is scheduled during Period 10, the teacher's work day ends at the end of Period 9.
- (iii) Where possible, any teacher without a register may choose to have their unassigned time scheduled in Period 1 or Period 10.
- (iv) The Board and TECT will meet as often as necessary during 2016-2017 school year to consider all possibilities related to scheduling the extended day programme within the 300 minute instructional day, at no additional cost to the Board. The Board and TECT will consider all non-monetary possibilities to achieve this outcome. By 2017-2018 school year, the Board shall ensure that no teacher teaches an extended day.

Planning and Evaluation Time

- 5.12 (a) All additional teaching staff generated by the increase in preparation time through the PDT shall be hired by the Board:

0.42 additional teachers per 1000 elementary pupils in 2009-2010;

0.86 additional teachers per 1000 elementary pupils in 2010-2011;

1.30 additional teachers per 1000 elementary pupils in 2011-2012;

1.74 additional teachers per 1000 elementary pupils in 2012-2013.

- (b) (i) Effective September 1, the following schedule for planning time shall be in effect:

2008-2009 – all teachers receive 200 minutes per week;

2009-2010 – all teachers receive 210 minutes per week;

2010-2011 – all teachers receive 220 minutes per week;

and 2011-2012 – all teachers receive 230 minutes per week.

Effective August 31, 2012 – all teachers receive 240 minutes per week.

- (ii) Notwithstanding the allocation of preparation time outlined in Article 5.12(b)(i), scheduling difficulties will be referred to the Joint Staff Allocation Committee for resolution.
- (c)
 - (i) Planning and Evaluation time shall be free from teaching and non-teaching duties.
 - (ii) Planning and Evaluation time shall be scheduled during the instructional portion of the school day. Planning and Evaluation may not be scheduled during lunch and recess breaks.
 - (iii) If a teacher is employed to teach for less than full-time, the planning and evaluation time for such teacher shall be pro rated accordingly.
 - (iv) Planning and evaluation time shall be in blocks of no less than fifteen minutes.
 - (v) The Board shall make every reasonable effort to reschedule any lost planning and evaluation time in a timely manner.
 - (vi) Lost planning and evaluation time shall be reported via the Time-in-Lieu form as developed and approved by the Board and the Teachers. The Time in Lieu form shall be posted on the Board intranet.
- (d)
 - (i) Any teacher who loses preparation time shall be compensated by matching time-in-lieu.
 - (ii) This time in lieu will not be provided by existing staff
 - (iii) The scheduling of the time-in-lieu blocks shall be determined by the teacher in consultation with the principal.
 - (iv) Joint forms shall be developed by the Board and the Teachers to record the accrual of minutes and the granting of time-in-lieu under this provision.
 - (v) The Board shall report to the TECT President, on a quarterly basis, information regarding the amount of time claimed on a system-wide basis and school-by-school basis as well as any related occasional teacher costs incurred.

- (e) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Staff Allocation Committee.
- (f) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.
- (g) For the additional evaluation time provided under the PDT, the teacher in receipt of said additional time shall not be responsible for the programming, instruction, assessment and evaluation and reporting for their students during that time.
- (h) The Board and TECT will work collaboratively through the Staff Allocation Committee with respect to the allocation of the additional planning and evaluation time.

Fair and Equitable Distribution of Workload

- 5.13
- (a) It is the intent of the parties that the assignment of teaching load, class size, teaching time, supervision duties and other related assignments will be done in a fair and equitable manner for all teachers.
 - (b) The instructional day shall not exceed 300 teaching minutes for teachers inclusive of Preparation and Evaluation Time.
 - (c) The Board shall ensure that all schools are assigned entry times of either 8:30 a.m. or 9:00 a.m.
 - (d) The Board shall maintain forty-five (45) teaching blocks for all Program Specialty Teachers and FSL Teachers. Each period shall be thirty (30) minutes duration for the delivery of program.
 - (e) French as a Second Language Teachers shall not be assigned greater than eight teaching assignments for FSL in a nine period day. Each period shall be a minimum of 30 minutes of duration. The maximum number of periods available for FSL shall be thirty-seven (37) periods within a five day week.
 - (f) (i) French as a Second Language Teachers shall be assigned a maximum of two (2) schools for delivery of the FSL program. For further clarification, FSL Teachers shall be assigned either as 0.5 or 1.0 in a school.
 - (ii) In the event that there is an insufficient number of classes to maintain a full or half-time FSL timetable at their school, the principal cannot assign more than four (4) primary health periods or a combination of 4 primary health and literacy periods or two (2) Literacy to the FSL teacher. Any unassigned period after that allocation

shall be through consultation and agreement with TECT and the Board. For further clarity, FSL teachers cannot be assigned to the Program Specialty positions to complete their allocated FSL teaching schedule.

- (g) In the event that an FSL teacher is newly hired and assigned to a specific school after the staffing allocation has been completed as outlined in the Collective Agreement and there is an insufficient number of FSL classes to fulfil the FSL timetable whether it is a half-time or full-time position of the newly hired FSL Teacher, the Board shall contact TECT prior to assigning any additional classes outside 5.13(f)(ii).

The parties shall meet to discuss and find a mutually agreeable solution regarding the remaining complement of the unassigned periods in the FSL Teacher's schedule.

The Board shall provide TECT with all information regarding the assignment including but not limited to the schedule of all FSL Teachers assigned to the school(s), the school(s) involved and the names of the teachers to be assigned-prior to the meeting.

Staff Allocation Committee

- 5.14 (a) There shall be established a Staff Allocation Committee (the "Committee") composed of five (5) representatives of the Teachers appointed by the Unit Executive of OECTA and five (5) representatives of the Board. The representatives of the Teachers and of the Board shall each nominate one of their number as a Co-Chairperson.

During each school year three (3) teacher members of the Staff Allocation Committee shall be given paid leave of absence for ten (10) days each for the purpose of consulting with the principals and the Local School Staffing Advisory Committees. Such teachers shall be appointed by OECTA but shall not be teachers who are afforded any other paid leaves of absence during such year unless approved by the Director of Education.

Such teachers shall be accountable for their daily work schedule to the Staff Allocation Committee and any change in such schedule shall be reported promptly to the Board. Such changes shall also be reported at the next following Staff Allocation Committee meeting.

- (b) The name of each Teacher member of the Committee for a school year shall be forwarded to the Director of Education and the Board Co-Chairperson of the Committee not later than the March 31 preceding that school year, whenever possible. The name and position of each of the senior administrative officials of the Committee shall be forwarded to the Teachers' Co-Chairperson of the Committee no later than the March 31 preceding that school year, whenever possible.
- (c) The function of the Committee shall be:
 - (i) to discuss and recommend changes in the existing staffing factors;
 - (ii) to recommend methods for allocating staff to the schools;

- (iii) to develop a School Staff Allocation form which shall be reviewed by the Committee in the month of January;
- (iv) to monitor the application of staff allocation;
- (v) to assist in resolving class loading matters;
- (vi) to monitor and resolve issues regarding the implementation of planning and preparation time.
- (vii) to receive the Form 100 or equivalent for September 30 by October 15, October 31 by November 15 and March 31 by April 15 as well as any specific staffing status report as developed from time to time by the SAC from the co-chairpersons of each Local School Staffing Advisory Committee (LSSAC), and by April 30 a copy of each elementary school's tentative staffing model as per 9.01. The Teachers shall have live electronic access to all current Form 100 (or successor) information;
- (viii) to examine and report by April 30 on the impact of the International Languages Program on the organization of the schools' timetables;
- (ix) to in-service annually principals and Association Representatives with regard to staffing and transfer procedures and other related staffing matters of mutual concern pertaining to the implementation and administration of the Collective Agreement;
- (x) to recommend procedures regarding school staff assignments;
- (xi) to develop an LSSAC Responsibility Chart;
- (xii) to monitor and resolve issues regarding supervision duties;
- (xiii) to monitor the use of the funding enhancement in the PDT Agreement aimed to providing increased safety through added supervision personnel;
- (xiv) to advise on staff allocation to address the class size reduction in grades 4-8 generated by the terms of the PDT Agreement;
- (xv) to consult on the assignment of staff generated by the increase in elementary preparation time;
- (xvi) to advise on the deployment of Student Success Teachers and Literacy & Numeracy Coaches funded via the PDT Agreement; and
- (xvii) to review, update and implement the timeline chart referenced in article 25.02.

- (d) The Committee shall be convened by the Board Co-Chairperson not later than October 31 in each school year for an initial meeting. An agenda for each meeting shall be prepared prior thereto by the Co-chairperson. Thereafter the Committee shall meet, once per month, unless otherwise mutually agreed upon. A schedule of such meetings shall be prepared at the June meeting of the academic year prior. Meetings following the October meeting shall be chaired by the Teachers' nominee as Co-Chairperson and thereafter alternatively by the Board's nominee and the Teachers' nominee. The committee shall meet within fifteen (15) days of a request therefore by either Co-Chairperson.
- (e) Representatives on the Committee of either the Teachers or the Board may at any Committee meeting submit one or more proposals to change the existing staffing factors. Such proposals shall be discussed at such meeting. All recommendations should be determined by consensus. If consensus cannot be obtained, the representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and Teacher representatives on the Committee do not agree on the disposition of the proposal, such representatives shall prepare and table at a Committee meeting separate reports on the proposal.
- (f) Any reports on any proposals to change any existing staffing factors emanating from any meetings of the Committee referred to in (d) shall be included in the agenda of the next meeting of the Director's Council which takes place no earlier than one week after the meeting of the Committee at which such reports were tabled. A representative from the Teachers on the Committee may speak to such reports.
- (g) After such meeting of the Director's Council such reports shall be included on the agenda of the next meeting of the Board's Human Resources Committee along with any recommendations from the Director. A Teachers' representative from the Committee may speak to such reports.
- (h) Following such meeting of the Human Resources Committee, such reports shall be included on the Agenda of the next Board meeting within the report of the Human Resources Committee for the particular month. A Teachers' representative from the Committee may speak to such reports whether the Board is meeting in public or private session.
- (i) The Board Co-Chairperson shall inform the Teachers' Co-Chairperson of the disposition of the reports after each meeting of the Director's Council, the Human Resources Committee and the Board.

Local School Staffing Advisory Committee

- 5.15 (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school and shall hold its first meeting no later than the second Friday of

school. Following this meeting the LSSAC shall report at a meeting of the full teaching staff of the school no later than the third Friday of school and may present a written summary of items discussed under article 5.15(d)(ii).

- (b) The Committee (LSSAC) shall consist of:
 - (i) 10% of the full-time equivalent teachers, rounded to the nearest whole number (a minimum of three), as elected by the teaching staff. One of these teachers shall be elected by the teacher members of the LSSAC to act as secretary of the committee;
 - (ii) The TECT-OECTA Association Representative;
 - (iii) The vice-principal of the school; and
 - (iv) The LSSAC committee shall be co-chaired by the Principal and the TECT-OECTA Association Representative.
- (c) The term of office of this committee (LSSAC) shall be from September 1 to June 30 of the following year. The election of the incoming LSSAC shall be conducted by the first Friday of June. If any of the teacher representatives resign from the committee or leave the school prior to the end of the school year, the staff shall elect a replacement.
- (d) The duties of the LSSAC shall be as follows:
 - (i) to meet at the call of either co-chair but not less than once per school term during the school year,
 - (ii) to advise the principal regarding:
 - a) the school staffing priorities,
 - b) the development of the tentative staffing model for the following school year as in Article 9,
 - c) teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school,
 - d) the school supervision and lunch break arrangements,
 - e) the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above, and
 - f) the completion of reports requested from time to time by the Staff Allocation Committee,
 - (iii) to report at a meeting of the full teaching staff of the school no later than the last Friday of October and no later than the third Friday in April and on a regular basis but not less than once a term, and
 - (iv) to keep notes of all the proceedings of the LSSAC and to make such notes available to all teaching staff.

(i) The Teacher Co-Chair of the LSSAC shall be given the following current information not less than two working days prior to the first LSSAC meeting in September:

- i) The current Form 100, which contains the tentative staffing model with class assignments,
- ii) Schedule for all teachers,
- iii) Supervision assignments, and
- iv) Any proposed staffing changes that occur after June 30.

(ii) The Teacher Co-Chair of the LSSAC shall be given the following current information not less than two working days prior to the March meeting of LSSAC:

- i) The projected enrolment for the coming school year,
- ii) The allocation based on that enrolment, and
- iii) Current Form 100

Other

- 5.16 Elementary teachers shall be available to students in their classrooms fifteen minutes prior to the first scheduled class of the day and five minutes prior to the first scheduled class in the afternoon. Such time shall not constitute supervision/on call or instructional time. Any assigned supervision duty during the times as outlined above, such as but not limited to bus duty, hall duty and yard duty shall constitute supervision.
- 5.17 Any assigned teaching vice-principal shall be assigned teaching duties which involve student contact as per the Education Act.
- 5.18 Effective 2012-2013, the Board shall hire Grade 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers as follows:
- 0.32 teachers per 1000 grade 4 to 8 pupils.
These teachers will be specified on the Staffing Forms.
- 5.19 In any school without a vice-principal, a principal may designate teachers on an ad hoc basis, to act, in the Principal's absence, in response to a situation that may affect the safety and security of staff and students.

ARTICLE 6 POSITIONS OF RESPONSIBILITY

- 6.01 (a) The Board shall request applications to fill any position of responsibility by means of a notice which shall be included in the Director's Bulletin. The notice shall precede any public advertisement except when schools are closed or in an emergency. A copy of the Bulletin shall also be addressed and sent directly to the OECTA representative in each school.
- (b) An applicant for a position of responsibility who does not have the experience and qualifications, or the recommendation of the appropriate superintendent as stated in the notice will not be granted an interview but shall be advised in writing as to the reason(s) why the interview was not granted. If the applicant has the experience and qualifications and recommendation of the appropriate superintendent, as stated in the notice, the applicant shall be granted an interview. All candidates who have been interviewed shall be informed in writing within thirty (30) days of the conclusion of the interviews as to whether they have been short listed. Upon request, unsuccessful candidates shall be granted an interview with the chairperson of the interviewing committee or appropriate supervisory officer in which the reason(s) why the candidate was not selected shall be discussed.
- (c) (i) The short list for all positions of responsibility shall be sent on a confidential basis to the President of OECTA within 30 days after the list has been approved by the Director.
- (ii) All new appointments to positions of responsibility shall be announced in the Director's Bulletin.
- 6.02 (a) Resource teachers shall be appointed for a three (3) year term but during the first year thereof are on probation and may be relieved.
- (b) A resource teacher who will have completed the three year term may, before December 31 preceding the end of the school year, apply to the Director of Education for a three (3) year extension of such term. Such extension may be granted at the discretion of the Director of Education but the term may not be extended beyond a sixth year. An incumbent is not eligible to apply for any resource teacher position during the annual request for such applications.
- However, if a second notice is required for any resource teacher position because there is no applicant for the position who is considered competent therefore by the Director of Education, then the incumbent resource teacher may apply.
- (c) A resource teacher who prior to taking an approved leave had not completed the term thereof, or as it may have been extended, shall upon return from such leave,
- (i) in the case of a statutory leave under article 19.01 have the term as resource teacher extended by the length of such leave and to a date being the end of the school year immediately following;
- (ii) in the case of an extended parental leave under article 19.05 and 19.06 have the term as resource teacher extended by one school year; and

- (iii) in the case of any other approved leave, if the teacher is reassigned as a resource teacher the term of such appointment shall be extended by the length of such leave and to a date being the end of the school year immediately following.
 - (d) A resource teacher shall be informed by the May 15 immediately preceding the end of the first three year term whether such teacher is to be continued for a second three year term.
 - (e) Notwithstanding (a), (b) and (c), if the Board at any time or times determines that the number of resource teachers in a particular specialty shall be reduced it may reduce the term of any resource teachers in such specialty provided it does not extend the term of any resource teachers in such specialty.
- 6.03 Assessment and Programming Teachers will be appointed for an indefinite term. If such teacher is not to be continued in the position for any reason, the teacher shall so be informed by May 15 of the preceding school year.
- 6.04 Subject to article 11.01, the Board may relieve a teacher from a permanent position of responsibility or as a resource teacher provided that the reason for demotion is given in writing to the teacher.
- 6.05 The Board shall notify the Teachers of the allowance or salary for a newly created position of responsibility within five (5) days of the filling thereof and the Board shall discuss promptly such allowance or salary with the Teachers. Any changes requested by the Teachers, with which the Board agrees, shall be retroactive to the date of the filing of such position.
- 6.06 The Board will, under normal circumstances, appoint a replacement for a principal who has been absent in excess of 20 consecutive school days or when it is known that the absence will be in excess of 20 consecutive school days.

ARTICLE 7
TRANSFER AND PLACEMENT PROCEDURES

General

- 7.01 (a) Form(s) for Exchange Transfer, Change in Basic Time Classification (BTC), Job Sharing and Transfer Request to Secondary Panel will be available by February 1 on the Board intranet site and teachers will be informed by e-mail with form(s) attached.
- (b) All transfer requests listed in (a) received by the Human Resources Department on or before April 1 will be compiled and posted on the Board intranet site by April 15. The Board will update these lists biweekly until June 1. All superintendents, principals, teachers and the TECT President will be advised by e-mail that the lists have been updated.
- 7.02 A teacher may consult with the superintendent of education for the relevant area regarding placement.
- 7.03 A teacher who has accepted a regular transfer, an exchange transfer or job sharing shall not be entitled to request an additional transfer during that transfer period.
- 7.04 A teacher shall not receive a transfer unless the teacher follows the provisions of Article 7 or Article 9, except in special circumstances as approved by the appropriate superintendent.
- 7.05 Notwithstanding the procedures outlined above, the Board may place or transfer teachers at any time to meet the educational needs of its schools.

Return from Leave

- 7.06 (a) Any teacher on a leave of absence that commenced before February 1 of the current school year, and who is due to return September 1 shall notify the Human Resources Department by March 1 on the form which will be provided by letter and if appropriate by e-mail, or in writing if such has not been received by the teacher, of that teacher's intention to resume teaching or otherwise.
- (b) Any teacher who has failed to so notify the Board but who has the right to return on September 1 and so informs the Board at a date later than March 1 but before the first school day in September shall be placed where needed in any of the Board's schools/other work places.

Exchange Transfer Procedures

7.07 A teacher who has completed the probationary period and who has received a satisfactory rating on his/her most recently completed Teacher Performance Appraisal may apply for an exchange transfer with a teacher in another school according to this process:

- (i) The teacher shall complete the Exchange Transfer Form;
- (ii) All pertinent information (name, current position/assignment, school and specialty desired) will be indicated on the Exchange Transfer Form and forwarded to the appropriate superintendent between March 1 and June 1.
- (iii) All requests will be posted electronically on the Board intranet site in accordance with article 7.01(b).
- (iv) Teachers may make contact with the teachers on the posted exchange transfer list to explore/arrange exchanges of positions during the transfer period. Any teacher whose name is not on the posted exchange transfer list must complete the Exchange Transfer Form and have the request posted on the Exchange Transfer List before the exchange can proceed.
- (v) Once teachers arrange for an exchange transfer, approval is dependent on the appropriate principals and superintendents signing the appropriate form indicating concurrence with the exchange transfer arranged. This approval process shall be completed within fifteen (15) working days of receipt by the principals.
- (vi) Approved exchange transfers will become final when the tentative staffing model becomes final. However, if either of the teachers in the exchange becomes surplus prior to the tentative staffing model becoming final, the exchange is null and void.
- (vii) An applicant may request other transfers concurrent with an exchange transfer.

Change in Basic Time Classification (BTC)

- 7.08 (a) A teacher wishing to teach on a part-time basis shall complete and submit a Change in Basic Time Classification Form. Requests will be processed in accordance with article 7.01.
- (b) The Board is not obliged to return a teacher to teaching on a full-time basis but any application therefore will be given due consideration.
- (c) A part-time teacher wishing to increase his/her basic time classification and who has completed the Change in Basic Time Classification Form and who in the view of the Board is qualified for and able to perform satisfactorily in the available

position, shall be given priority over applicants not covered by this Collective Agreement at the time of application for any full-time position for which the teacher is qualified.

Job Sharing

- 7.09 A teacher who has completed the probationary period and who has received a satisfactory rating on their most recently completed Teacher Performance Appraisal may apply for job sharing with a teacher in the same or another school according to the following process:
- (i) The teacher shall complete the Job Sharing Transfer Form.
 - (ii) All pertinent information [name, current position/assignment, school, preferred schools or area and preferred assignment(s)], will be indicated on the Job Sharing Transfer Form between March 1 and June 1.
 - (iii) All requests will be posted electronically on the Board intranet site in accordance with article 7.01(b).
 - (iv) Teachers may make contact with the teachers on the posted job sharing transfer list to explore/arrange job sharing during the transfer period. Any teacher whose name is not on the posted job sharing transfer list must complete the Job Sharing Transfer Form and have the request posted on the Job Sharing Transfer List before the transfer can proceed.
 - (v) Principal(s) and teachers shall consult to determine the form of the job sharing (half day, half week, alternate days, half year, etc.) in order to meet the educational need of the school.
 - (vi) The final arrangement shall be subject to the approval of the superintendent. This approval process shall be completed within fifteen (15) working days of receipt by the superintendent.
 - (vii) The job sharing may be renewed each year by obtaining the approval of the superintendent. If the job sharing arrangement is not approved or if either teacher is unable or unwilling to continue the job sharing arrangement, each teacher will be offered the BTC that existed immediately prior to the job sharing arrangement and placed subject to Articles 7 and 9. If requested by either teacher an alternate BTC shall be subject to article 7.08.
 - (viii) In determining a sharing arrangement, article 4.04(e) shall apply.
 - (ix) An applicant may request a transfer concurrent with a job sharing transfer.
- 7.10 (a) A Program Specialty Teacher has access to the Transfer Process under Article 7.11 of the collective agreement for that portion of their assignment for which they have not been declared surplus. For further clarity, a Program Specialty Teacher can

access the transfer process for an equivalent of 0.5 combined assignment or a 0.5 single assignment where the Program Specialty Teacher has not been declared surplus from such position.

- (b) Surplus for a Program Specialty Teacher shall be defined such that all or part of the BTC components of the Program Specialty Teacher at one or more of their schools remains unfilled prior to the posting procedures.

Regular Transfer Process

- 7.11 (a) (i) Article 7.11 shall not apply to teachers returning from leaves of absence, surplus teachers, redundant teachers and supernumerary teachers.
- (ii) Open positions in a school's staffing model for the following school year shall be determined by March 31 in accordance with article 9.01. A list of these tentative permanent open positions, shall be forwarded as soon as practicable to the Superintendent of Education, then forwarded to the Superintendent of Human Resources no later than April 12.

Round One

- (b) (i) The list of open positions shall be posted electronically by April 15.
- (ii) Eligible teachers may submit their applications for any open positions for which they hold qualifications directly to the principal of the school by e-mail or hard copy for three school days following April 15. Interviews for these open positions may begin on the fourth school day following April 15. All applicants will be informed by the principal by e-mail not later than three school days prior to April 30.

Round Two

- (c) (i) By April 30, the Board will post electronically an updated list of permanent open positions.
- (ii) Eligible teachers may submit their applications for any open positions for which they hold qualifications directly to the principal of the school by e-mail or hard copy for three school days following April 30. Interviews for these open positions may begin on the fourth school day following April 30. All applicants will be informed by the principal by e-mail not later than three school days prior to May 15.
- (d) If open positions are created in a school as a result of a transfer in round one or round two above, those teachers from such schools declared surplus can choose to have their surplus notice rescinded, subject to article 9.02(e).

Placement Procedures

Round One

- 7.12 (a) (i) By May 18, the Board shall post electronically all open permanent positions available from the tentative staffing models (Form 100 or its successor) which are full-time or half-time. A complete list of surplus teachers, teachers returning from leaves who are not guaranteed their school or assignment as per article 22.02(d) and supernumeraries shall be provided to the TECT-OECTA President by May 18. Such list shall not include teachers seeking accommodation subject to the nature of the accommodation requirements. Such list shall include the names of such teachers, date of hire, qualifications and the names of teachers who will be subject to the tie breaking formula outlined in article 8.01 (d)(iv). All tie breakers in article 7 will be subject to the tie breaking formula in article 8.01 (d)(iv).
- (ii) By May 22 or the following school day if May 22 falls on the weekend, the Board shall hold a system wide placement meeting, over successive days if necessary, with the TECT-OECTA President or designate present in an observer status, in order to place, if possible, all the remaining unplaced teachers (surplus, return from leave, supernumerary).
- (iii) Such teachers will be afforded the opportunity to select, on the basis of seniority, from all the available open permanent positions, subject to their holding the appropriate qualifications for the selected positions.
- (iv) If an insufficient number of permanent open positions remain (i.e. less than ten full-time positions), a teacher may choose to defer their right to choose to round two.

Round Two

- (b) (i) By May 30, the Board shall post electronically an updated list of all open permanent positions available from the tentative staffing models (Form 100 or its successor) which are full-time or half-time and if necessary to provide placement opportunities for all unplaced teachers, all open temporary positions of duration one year (September – June). An updated list of surplus teachers, teachers returning from leaves who are not guaranteed their school or assignment as per article 22.02(d) and supernumeraries shall be provided to the TECT-OECTA President by June 1. Such list shall include the names of such teachers, date of hire, qualifications and the names of teachers who will be subject to the tie breaking formula outlined in article 8.01 (d)(iv).
- (ii) By June 3, or the following school day if June 3 falls on the weekend, the Board shall hold a system wide placement meeting, over successive days if necessary, with the TECT-OECTA President or designate present in an

observer status, in order to place, if possible, all the remaining unplaced teachers (surplus, return from leave, supernumerary).

- (iii) Such teachers will be afforded the opportunity to select, on the basis of seniority, from all the available open permanent positions and if necessary all temporary open positions, subject to their holding the appropriate qualifications for the selected positions.
- (iv) Upon completion of this placement process, any remaining teacher will be placed by the Board according to its needs taking into account the teacher's preferences; however, the board must fill any remaining open positions with these teachers, subject to their holding the appropriate qualifications.
- (v) The Board will compile a list of all teachers placed in temporary open positions by seniority and provide a copy to the TECT President.

Program Specialty Transfer Process

- 7.12(c) A Program Specialty Teacher who is declared surplus in all or a portion of the teacher's assignments shall have the option of attending the Placement Procedures meeting under Article 7.12 (a) and (b) and/or the option of attending the new Program Specialty Placement meetings.

In the event that the Program Specialty Teacher elects to attend the placement meetings outlined in Article 7.12 (a) and (b), the Program Specialty Teacher will only be able to select positions of 1.0 or 0.5 assignments. It is further acknowledged that positions other than 1.0 and 0.5 will not be posted in the Placement Procedures process under Article 7.12 (a) and (b) as outlined in the collective agreement. Eligible positions other than 1.0 and 0.5 will be posted under the new provisions as outlined in the new Article 7.12 (c).

Where the Program Specialty Teacher selects a 0.5 or a 1.0 assignment, the vacated Program Specialty assignment shall be placed in Round Two of the Placement Procedures meeting under Article 7.12 (a) and (b) if the vacated position is either

0.5 or 1.0. If the position is other than 1.0 or 0.5, the vacated position(s) shall be placed in the Program Specific Placement meeting as outlined in Article 7.12 (c).

Only Program Specialty Teachers who have assignments other than 1.0 or 0.5 are eligible to apply for these open positions. The position must be the equivalent percentage or the combination must be the equivalent percentage to be eligible to apply for the position. No position can be fragmented to create an equivalent in another assignment. Program Specialty Teachers can only apply to positions within their specialty

- (i) Article 7.12 (c) shall not apply to teachers returning from leaves of absence, surplus teachers, redundant teachers and supernumerary teachers. Such teachers shall attend the regular Placement Meetings under Article 7.12 (a) and (b).

- (ii) A list of the less than 1.0 and 0.5 Specialty Program positions tentative open positions shall be identified no later than April 12.
- (iii) For the assignments of less than 1.0 or less than 0.5, Program Specialty Teachers shall not have surplus notices rescinded if a program specialty assignment opens up at one of their surplus schools.
- (iv) It is further recognized the Board has the right to determine that all PST assignments must complement each other and be compatible with the schedules of the other portions of the Program Specialty Teacher's assignments prior to approving the transfer.

Round One (Program Specialty)

- (b) (i) The list of Program Specialty positions other than 1.0 and 0.5 open positions shall be posted electronically by April 15.
- (ii) Eligible Program Specialty Teachers may submit their application for any eligible open specialty positions to the principal of the school by email or hard copy for three school days following April 15. Interviews for these open positions may begin on the fourth school day following April 15. All applicants shall be informed by the Principal by email no later than three school days prior to April 30.

Round Two (Program Specialty)

- (c) (i) By April 30, the Board will post electronically an updated list of all partial permanent open positions in each Specialty Program.
- (ii) Eligible Program Specialty Teachers may submit their applications for any open eligible positions to the principal of the school by e-mail or hard copy for three school days following April 30. Interviews for these positions may begin on the fourth school day following April 30. All applicants will be informed by the principal by e-mail no later than three school days prior to May 15.

Program Specific Placement Procedures

7.12 (d) Posting Process

- (i) By May 18, the Board shall post electronically all open permanent partial positions in the program areas of Vocal Music, Instrumental Music and Health & Physical Education. Music shall be posted as one Specialty area and Health & Physical Education shall be posted as the other Specialty area.
- (ii) A complete list of the surplus Program Specialty Teachers shall be provided to the TECT-OECTA President by May 18. Such list shall not include teachers seeking accommodation subject to the nature of the

accommodation requirements. Such list shall include the names of such teachers, date of hire, qualifications, percentage of surplus and school(s) affiliated with the surplus and the names of the teachers who will be subject to the tie breaking formula outlined in Article 8.01 (d) (iv). All tie breakers in Article 7 will be subject to the tie breaking formula in Article 8.01 (d) (iv).

- (iii) By June 1, or the following school day if June 1 falls on the weekend, the Board shall hold a system wide Program Specialty Placement Meeting for each Program Specialty with the TECT-OECTA President or designate present in an observer status in order to place all the remaining unplaced Program Specialty Teachers.
- (iv) Such teachers shall be afforded the opportunity to select, in order of seniority, from all the open partial positions on their respective Program Specialty Placement list.
- (v) Program Specialty Teachers who teach in more than one of the identified Program Specialty areas may attend both sessions if the Program Specialty Teacher has been declared surplus in each of the program areas.
- (vi) Upon completion of this placement process, any remaining Program Specialty Teacher will be placed by the Board according to its needs taking into account the teacher's preferences; however the Board must fill any remaining open partial positions with these teachers. Notwithstanding the preceding statement, if the Board cannot meet the preferences of the Program Specialty Teacher or must change one of the preference assignments, the Board shall consult with TECT prior to notifying the teacher and effecting any change.
- (vii) Positions of the Program Specialty Placement roster shall only be positions other than 1.0 or 0.5. For further clarification, if the position designated is other than 1.0 or 0.5, the entire percentage of the positions shall be posted on the Program Specialty Procedures list of available positions. However, if a position designated as other than 1.0 or 0.5 consists of more than one assigned school, then the positions will be posted separately. If one of the assignments is 0.5, then that portion of the assignment will go to the Placement Procedure under Article 7.12 (a) and (b).
- (viii) All positions of 1.0 and 0.5 shall be posted in accordance with Article 7.12 (a) and (b).

Post Placement Procedures for Teachers in Temporary Open Positions

- 7.13 (a) By June 30, the Superintendent of Human Resources will forward a list of all available permanent open positions by e-mail to all teachers in temporary open positions. The TECT President will be copied. Teachers interested in any of the available permanent open positions will advise the Superintendent of Human

Resources by e-mail within two days of the time the original e-mail was sent. The TECT President will be copied. Teachers shall numerically rank the open positions for which they are qualified in order of preference with #1 being the highest preference.

- (b) Teacher responses will be processed at the close of the posting in order of seniority, subject to the teacher holding the appropriate qualifications. Teachers will be informed of the outcome of the process via e-mail with a copy to the TECT President.
- (c) If necessary, by August 30, the Board will follow the same process outlined in (i) and (ii) above.
- (d) Subsequent to August 30, if an open permanent position becomes available the Board may offer such position, according to seniority, and subject to the teacher holding the appropriate qualifications, to a teacher who has accepted a temporary open position. The teacher shall respond with one of the following options:

	Option	Outcome
1	The teacher accepts the transfer effective immediately.	The teacher has status at the new school. The Board hires an LTO into the open temporary position.
2	The teacher accepts the transfer for September next.	The teacher has status at the new school for the tentative staffing model. The Board may hire an LTO into the offered open position.
3	The teacher rejects the offer. A teacher shall have two opportunities to pass; however, on the third offering the teacher will be subject to the Outcome.	The teacher's status remains supernumerary. The Board may hire an LTO into the offered open position.

7.14 As soon as practicable following the meeting in 7.12(b) or earlier if such meeting is not required and provided no teachers have been placed in temporary open positions, the Board will produce an updated list of open positions. All teachers may submit their applications for any open positions for which they hold qualifications directly to the principal of the school by e-mail or hard copy.

7.15 As of June 14 the Board may place newly hired teachers into open positions for which all the unplaced teachers either are not qualified or have been offered the available positions and declined.

Other

7.16 Any teachers in temporary open positions are subject to the Post Placement Procedures for Teachers in Temporary Open Positions.

Transfer Request to Secondary Panel

- 7.17 Any teacher wishing to transfer to the secondary panel shall complete the Transfer Request to Secondary Panel Form between March 1 and June 1. These requests will be processed in accordance with Article 7.

ARTICLE 8
PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL

Calculation of Seniority

- 8.01 (a) The probationary period for a teacher shall be one year; however, the probationary period may be extended up to one additional year at the discretion of the Board if a teacher does not complete the requirements of the New Teacher Induction Program.
- (b) For the purposes of this agreement a teacher's seniority shall commence with the date of the teacher's most recent hiring as an elementary teacher (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the employ of the Board as an elementary teacher. The seniority of a teacher hired as an elementary teacher before September 1, 1998 shall be calculated as the most recent hiring date of that teacher in either panel (other than as a result of recall after layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the employ of the Board as an elementary teacher and shall include:
- (i) a layoff within any period during which the teacher was entitled to be recalled;
 - (ii) any sickness or accident;
 - (iii) any authorized leave of absence;
 - (iv) any period of secondment to another organization, authorized by the Board; and
 - (v) any leave granted by the Board for the purposes of a secondary placement that does not exceed one year except for a teacher declared redundant in which case the leave may be the greater of one year and the period the teacher was entitled to be recalled.
- (c) Date of hire is the day on which the teacher began to work for the Board as an elementary school teacher or the date established by the Education Act. Notwithstanding the above, teachers who have transferred into the elementary panel from the secondary panel prior to September 2, 1998 shall have their seniority dated on the date on which their employment with the Board began.
- (d) If in the calculation of a teacher's seniority for the purpose of this Article, such seniority is equal to that of one or more other teachers, such seniority shall be adjusted in order to break the tie by:
- (i) the length of service as a qualified teacher with the Board prior to the teacher's most recent hiring by the Board;

- (ii) the length of any service the teacher has had as a qualified teacher employed by any school board in the Province of Ontario at any time;
 - (iii) the most recent date on which the teacher was accepted for inclusion on the Occasional Teachers' List prior to employment with the Board as a statutory teacher; and
 - (iv) drawing of numbered lots in a manner agreed upon by the Association and the Board in the presence of a representative of management and the TECT-OECTA President or designate.
- (e) The Board shall not be required to make the calculations set out in 8.01(d) except to determine redundancy among teachers of equal seniority under 8.01(b).
- (f) Teachers employed on a temporary or casual basis are not included in these seniority provisions.

Loss of Seniority

8.02 Seniority and seniority rights shall cease if a teacher:

- (i) retires or resigns the teacher's employment with the Board other than as a result of a layoff;
- (ii) is dismissed and the teacher is not reinstated;
- (iii) is laid off for at least 31 consecutive months; or
- (iv) fails, following the teacher's layoff, to notify the Board within five (5) working days of the Board sending the teacher notice of recall by registered letter and email (with a copy to the TECT President) of the teacher's intention to return or, in accordance with section 8.06(a)(iii), after having so notified the Board of the teacher's intention to return, fails to report for work on the date and at the time specified in the Board's notice.

Seniority Lists

- 8.03 (a) A seniority list shall be maintained by the Board for elementary school teachers who are members of OECTA.
- (b) The format of the seniority list shall be chronological by date of most recent hire.
- (c) (i) The seniority list shall be updated each year as of November 30 and March 31. The list shall be posted, as soon as possible after November 30 and March 31 on the Board intranet and an electronic, sortable copy forwarded to the TECT President.

- (ii) Any teacher who believes that the teacher's seniority is not correctly listed or the teacher has been omitted from such list may take the matter up with the President of the elementary OECTA unit who may then discuss the matter with the Superintendent of Human Resources or other person designated by the Board. Where discrepancies in the seniority list are brought to the attention of the Board and the discrepancy verified, a revised seniority list shall be posted on the Board intranet and an electronic sortable copy provided to the Unit President.

Layoff Procedures

- 8.04
- (a) Where there is a redundancy of teachers in the elementary panel, such teachers shall be laid off in reverse order of their seniority ranking but the Board may retain sufficient teachers who possess the necessary qualifications to perform the duties of the available positions.
 - (b) Prior to issuing the notice of layoff, the Board may take into account both permanent and temporary open positions in order to decrease the number of required notices of layoff.
 - (c) A teacher who is laid off may continue to participate in one or more of the benefit plans, at his or her own cost, until the right of recall expires or the teacher is recalled.
 - (d) The Board will provide to the Unit President within two (2) working days after notice of layoff the names of those teachers to whom layoff notices have been sent.
 - (e) The Board will provide the Recall List to the Unit President within two (2) working days after layoff.
 - (f) The Board will notify the teachers on the Recall List of their ranking on this list.
 - (g) Upon the request of the Unit President, the Superintendent of Education for Human Resources, or designate shall update the President on the status of recall activities, including those situations in which one or more teachers have been recalled outside of their ranking on the seniority list.
 - (h) The Board will begin recalling teachers who have been issued layoff notices once all teachers requiring placement under Article 7 have been placed and a position becomes available.
 - (i) The Board will conduct an information meeting for elementary teachers facing redundancy no later than May 21 of any year in which layoff notices are issued.

Recall Procedures

- 8.05 (a) In the event the Board intends to hire teachers in the elementary schools, it shall recall individuals on the recall list in accordance with their seniority ranking within the elementary schools if they have the qualifications required by the Board to perform the duties of the available positions.
- (b) In the instance that a teacher declared redundant has more seniority than a teacher who has not been declared redundant and that the teacher declared redundant presents the Board, prior to April 15, with evidence of additional qualifications (which may include evidence of course(s) which will be completed by the end of August) obtained since being declared redundant, then the Board shall consider such qualifications when staffing schools for the following September.
- 8.06 (a) In recalling teachers, the following steps shall be adhered to:
- (i) notice of recall shall be sent to the teacher by registered mail and email to the last address and email address which the teacher has recorded with the Board. A copy shall be sent to the TECT President;
 - (ii) the notice shall stipulate the job to which the teacher is being recalled, its probable duration and the proposed time and place to report;
 - (iii) the teacher shall indicate that the teacher's acceptance as promptly as possible prior to such time but in any event within five (5) working days of the sending of such registered letter and email;
 - (iv) teachers who accept the recall and report for duty at the time and place specified will be rehired for the job in accordance with their seniority ranking under all conditions of tenure and employment which pertained prior to interruption of service with the Board;
 - (v) the Board shall be entitled to fill any job with an occasional teacher pending rehiring of teachers with recall rights;
 - (vi) a teacher who is unable to report for work as specified in that teacher's notice of recall because of injury, illness or other reasonable excuse and who:
 - (A) informs the Board of the injury, illness or other reasonable excuse prior to the time specified in part (iii) above,
 - (B) confirms in writing as soon as possible that the teacher has so informed the Board of the injury, illness or other reasonable excuse, and

- (C) provides satisfactory medical or other evidence of such injury, illness or other reasonable excuse, shall not lose recall rights solely because of the teacher's failure to so report; and
 - (vii) a teacher who fails to accept that teacher's recall or report for work as specified in this clause shall lose all recall rights, except as otherwise specifically provided.
 - (b) A teacher who has been issued a layoff notice shall be offered in order of seniority any available permanent open position and any temporary open position. Any teacher who accepts such offer will have the redundancy rescinded. A teacher may refuse a temporary open position without loss of recall rights; however, the Board shall not be required to offer such teacher any other open temporary position. The Post Placement Procedure for Teachers in temporary open positions as per provisions of Article 7.13 shall apply if such teacher has accepted a temporary open position.
 - (c) The Board will facilitate the entry to the secondary panel of a teacher who so requests. A redundant teacher who has secured a placement in a secondary panel shall have the redundancy notice rescinded and shall be granted a one year leave from the elementary panel. A teacher who returns to the elementary panel from such leave shall be placed for the following school year via Article 7.
 - (d) In the event that recall position is not equivalent to the teacher's BTC immediately prior to layoff, the teacher shall continue to have the right of recall to a position with such BTC.
 - (e) A teacher who has been laid off shall be assigned to the occasional pool for occasional teaching provided that such teacher:
 - (i) has informed the Board in writing that the teacher wishes to act as an occasional teacher in such occasional pool, and
 - (ii) is readily available.
 - (f) A teacher who has been laid off shall have the option of accepting or refusing without loss of recall rights any of the following:
 - (i) a part-time position with less BTC or
 - (ii) a long term occasional position in elementary or secondary panel.
- 8.07 The notice of layoff shall state the reason for termination is solely due to redundancy. Such notice shall be sent via registered mail to the teacher's last known address or via hand delivery to the teacher. Such notice must be given by November 30 to take effect December 31 or by May 15 to take effect June 30.

- 8.08 Teachers who elect to resign from the Board shall give notice by November 30 to take effect December 31 or by May 15 to take effect June 30. Such notice may be waived by mutual agreement.

ARTICLE 9
STAFFING MODELS, TEACHER SURPLUS, AND PLACEMENT PRIORITIES

- 9.01 (a) (1) Each school principal shall consult with the Local School Staffing Advisory Committee during the first three weeks of March about:
- i) the projected enrolment for the coming school year;
 - ii) the allocation based on that enrolment; and
 - iii) the organization of the school based on the above.
- (2) Following this consultation, a tentative staffing model (Form 100 or equivalent) based on the above shall be established by the principal for the following school year. This model shall be approved by the area superintendent and LSSAC no later than March 31st. This model shall include the names of any teachers who may be surplus to such model.

Program Specialty allocations shall be assigned to the schools by the Human Resources Department with the exception of 9.01 (b) and shall not be a part of the Regular Staff Roster pertinent to LSSAC. LSSAC shall be informed of the allocations.

- (b) (i) (a) A Program Specialty Teacher who is full-time or half-time at one school shall advise the principal by March 1 whether the Program Specialty Teacher elects to be assigned to an open position, if available, on the school roster.
- (b) A Program Specialty Teacher who makes such an election shall complete the preference sheet to indicate his or her choices of assignment.
- (c) In the event that there are two or more Program Specialty Teachers who wish to return to the current school roster, the opening(s) shall be assigned to the more senior Program Specialty Teacher in order of seniority and qualifications.
- (ii) For further clarity, this does not permit the Program Specialty Teacher to “bump” another teacher from the school. It only permits the Program Specialty Teacher access to the staffing roster at the school where there is an open position. The principal shall assign the Program Specialty Teacher to a position in the regular school roster by following the collective agreement under Article 9.01 wherein preferences, experience, abilities and qualifications will be considered. It is further understood that the open position must be equivalent to the current positions of the Program Specialty Teacher (i.e., 0.5 to 0.5, 0.5 to 0.5 of the 1.0, or 1.0 to 1.0 at the specific school). For further clarity, the Program Specialty Teacher has the right of first refusal to access an equivalent BTC open vacant position on the same school roster.

- (iii) In the event that the Program Specialty Teacher elects to be retained on the school roster, the vacated Program Specialty position shall be made available to all teachers on the current school roster prior to forwarding the tentative Staffing Model to the area superintendent and/or the Human Resources Department. The principal shall advise any teacher who is interested in the Program Specialty position that the position is not part of the regular Form 100 Staff Allocation and such positions are separate and distinct categories for assignment.
 - (iv) In the event that no teacher on the current school roster wishes to accept the newly vacated Program Specialty position if requested or puts their name forward for the vacated position, the remaining vacated position shall be posted for the transfer process in accordance with Article 7.
- (c) After the tentative staffing model (Form 100 or equivalent) has been determined, the principal shall provide by April 1st, each teacher with the Staff Assignment Preference Form and a copy of the tentative staffing model (Form 100 or equivalent) which contains the grade/programme assignments. Within five (5) working days, each teacher shall return the Staff Assignment Preference Form to the principal and shall identify a first, second and third choice based on the tentative staffing model (Form 100 or equivalent). The principal will assign the specific classroom/teaching assignment of each teacher based on the information included on the Staff Assignment Preference Form (Appendix S) and the process outlined below:
 - (i) Where there are sufficient assignments available, a teacher will be provided with their first choice as indicated on their Staff Assignment Preference Form subject to holding the appropriate qualifications.
 - (ii) In the event that there are more teachers indicating the same first choice than positions available on the tentative staffing model (Form 100 or equivalent), the principal will meet with the affected teachers to consult about the assignments. Matters to be considered include current assignment, seniority, and experience of the teachers in the division.
 - (iii) Priority will be given to a teacher who currently holds the requested assignment as part of a combined grade. (For example, if two teachers request a grade 3, and Teacher A is currently teaching grade 3 and Teacher B is teaching a grade 2/3 or 3/4, Teacher B will be given the position). **The combined grade priority only applies if a teacher is moving from a combined grade to a straight grade. (For example, if a teacher is currently teaching grade 2/3 the combined grade priority can only be used to move into a straight grade 2 or a straight grade 3).**
 - (iv) In the event that there are an insufficient number of assignments to provide a teacher with their first choice, the procedure outlined in 9.01 (c) above will be followed using the teacher's second choice.

- (v) In the event that there are an insufficient number of assignments to provide a teacher with their second choice, the procedure outlined in 9.01 (c) above will be followed using the teacher's third choice.
- (vi) In the event that there are an insufficient number of assignments to provide a teacher with any of their three choices, a meeting may be convened at the teacher's discretion in accordance with Article 9.07. Teacher(s) will be offered any remaining open position(s). If more than one teacher requests the same open position, the principal, in consultation with the teacher, will assign each teacher based on the teacher's preferences, seniority and qualifications.
- (vii) If the teacher does not hold the appropriate divisional qualifications, the teacher will have the right to sign a letter of mutual consent and be placed in the open position. If the offered position is in a restricted area, then the teacher will have until September 1st to acquire the qualifications and be placed in the position. If the teacher declines the offered position and declares themselves surplus within 5 working days of April 15th, the teacher will have the right to participate in the transfer process. If the teacher is unsuccessful in obtaining a transfer they will be placed as per Article 7.12 and maintain their surplus rescindment rights for any other open position at the school. However, if the teacher does not hold the qualifications for the open position, the teacher may sign a letter of mutual consent and be placed in the open position.
- (viii) Notwithstanding 9.01(c)(vii) a letter of mutual consent shall only be offered to a teacher at a school, in the event that no other teacher with the appropriate qualifications on staff has selected the grade assignment. Any teacher on a mutual letter of consent shall have until September of the following academic year to obtain the appropriate qualifications.
- (d) Following this process, a tentative staffing model (Form 100 or equivalent) based on the above, which includes the specific assignments of all teachers and any open positions shall be established for the following school year. This model shall be forwarded to the area superintendent of education after which it shall be forwarded to the Human Resources Department.
- (e) (i) Two days prior to the presentation to the entire staff, each teacher will be advised via e-mail of his/her teaching assignment for the next school year. The tentative staffing model (Form 100 or equivalent) with specific teaching assignments will be presented to the entire staff via a staff meeting, or other method agreed upon by LSSAC, by April 15. If April 15 falls on a non-school day, the presentation shall be no later than the last school day before April 15.
- (ii) Staff Assignment Preference Forms shall be made available upon request to the TECT President and/or designate.

Program Specialty allocations shall be assigned to the schools by the Human Resources Department with the exception of 9.01 (b) and shall not be part of the Regular Staff Roster pertinent to LSSAC. LSSAC shall be informed of the allocations.

- (f)
 - (i) Notwithstanding, Articles 9.01 (a) and (b) of the Collective Agreement, Program Specialty Teachers shall be assigned to the school based on the factors outlined in Article 9.01 (a) and (b) and the procedures outlined in the new Article 7.12 (c) by the Human Resources Department.
 - (ii) The principal(s) shall be informed by the Human Resources Department of the allocation including any increases or decreases in the assignment percentages at the school(s).
 - (iii) The principal shall inform the Program Specialty Teachers in writing of any changes in their assignment within the same timeframe as all other members of the teaching staff.
 - (iv) The principal shall inform LSSAC if there is any change in the allocation of the Program Specialty Teachers in the school.
 - (v) For further clarity, French as a Second Language Core Teachers shall be part of the Regular Staff Roster and shall be assigned teaching assignments in accordance with Article 9.01 and Article 5.13 (f). In the event of a declaration of surplus staffing under the Form 100 Staffing Allocation, FSL Core Teachers are part of school staffing model for the determination of surplus and subsequent assignment as outlined in item 5.13(f).
- 9.02 (a)
- (i) Article 9.02(a)(ii) does not apply if no teachers are to be declared surplus in a school.
 - (ii) Teachers declared surplus in a school will be those who have volunteered, in writing to the principal, except teachers who have received an unsatisfactory rating or who are on review status under TPA or NTIP. In the event that more teachers volunteer than required by the tentative staffing model, all volunteer requests will be accepted unless in the superintendent's view the organizational viability of the school is jeopardized. In that situation, volunteer requests will be accepted on the basis of seniority until the requirements of the staffing model are met or exceeded by 0.5 FTE in order that a partial full-time class is not created. Teachers who have volunteered to be surplus shall not be entitled to have their surplus declaration rescinded. The Board will provide a copy of any surplus notice or rescind of surplus to the President of TECT.
- (b) In the event that an insufficient number of teachers volunteer, the additional teachers declared surplus shall be those with the least seniority with the Board. In those instances where one or more teachers share the same seniority date, lots will

be drawn to determine the surplus teacher (refer to Appendix N — Surplus Guidelines):

The following are excluded from declaration of surplus:

- (i) Teachers who have received an unsatisfactory rating or who are on review status under TPA or NTIP; or
- (ii) Teachers declared surplus and reassigned within the past two (2) years. The Board will provide a copy of any surplus notice or rescind of surplus notice to the President of TECT.
- (c) Where the principal decides that an alternate choice best meets the curriculum needs of the school, such choice will be made in consultation with the school superintendent.
- (d) The teacher declared surplus may, with the TECT president or designate, meet with the principal and superintendent to review the decision.
- (e) Teachers declared surplus, other than those who volunteered, are entitled to choose to return to their original schools to an open position if there is a rescind of surplus on or before September 30. If there is more than one rescind of surplus at a school, the rescinding shall be based on seniority.
- (f)
 - (i) This article shall apply only to the Program Specialty Teachers as defined in Article 1 Definitions. In addition to this Article, Appendix M shall outline some possible applications.
 - (ii) Program Specialty Teachers shall not be eligible for a rescind to their former assignment once a surplus declaration has been effected.
 - (iii) Program Specialty Teachers shall identify their school preferences in accordance with the appropriate form supplied by the Board. Program Specialty Teachers assigned to three (3) or more schools shall be required to complete a preference form only in the event that their overall allocation has increased or decreased.
- (g) The following sequence shall be followed in determining the assignment of increases or decreases in each Program Specialty allocation at each school for the Specialty Program Positions.
 - (i) Each Program Specialty of Health & Physical Education, Vocal Music and Instrumental Music shall be treated separately and distinctly from each other in the application of surplus declarations and assignments.
 - (ii) Steps In the Determination of Increases and/or Decreases in Program Specialty Positions Step One: Determination of Seniority of Program Specialty Teachers where there is more than one Program Specialty

Teacher in one school in the same program as outlined in Article 9.02 (h)
Seniority Provisions

Step Two: Acceptance or rejection of the increase and/or decrease in each assignment by the more senior Program Specialty Teacher

Step Three: Determination of assignments for all other Program Specialty Teachers based on preferences where applicable and the procedures outlined in Article 9.02 (i) below.

- (iii) Where a Program Specialty Teacher is assigned a cross-over assignment of a Program Specialty position and another position under the regular Form 100 roster, only the Program Specialty position component shall be eligible under the Program Specialty Placement Process.
 - (iv) Any changes in the percentages to any of the assigned schools shall only effect a change in assignment where it changes the total BTC allocation of the teacher either in an increase of the BTC or a decrease of the BTC of the teacher.
 - (v) If there was a change in assignment that affected the BTC of the Program Specialty Teacher, then the preferences of the Program Specialty Teacher shall take effect.
- (h) Seniority Provisions
- (i) Where a school is assigned two or more Program Specialty Teachers in the same Program Specialty subject area, seniority with the Board shall be the determining factor in allocating any increase or decrease in that assignment. The most senior Program Specialty Teacher shall advise the Board and principal whether they elect to accept or decline the increase/decrease in the school's assignment allocation.
 - (ii) Where the most senior Program Specialty Teacher declines an increase, such increase shall be assigned to the next senior Program Specialty Teacher in the same program specialty at the school in accordance with the designated preference, if applicable.
 - (iii) Where the most senior Program Specialty Teacher declines a decrease, such decrease shall be assigned to the next senior Program Specialty Teacher in the same program specialty at the school in accordance with the designated preference, if applicable.
 - (iv) The application of seniority will be applied for each Program Specialty Teacher who teaches in the same Program Specialty at the same school until the most junior Program Specialty Teacher is assigned the increase or decrease.

- 9.03 Any changes after March 31 in the tentative staffing model which cause change in the number and type of available positions or the number of surplus teachers will be first discussed at LSSAC, and then immediately reported by the principal, as approved by the appropriate superintendent of education, to the Human Resources Department. Any teacher declared surplus after March 31 shall be informed forthwith in writing by the principal or superintendent of education of such status on the form(s) developed by the Board/Teacher Staff Allocation Committee.
- 9.04 (a) Notwithstanding Article 7.03, a teacher who has been reassigned may submit a request for a transfer to the school superintendent of education.
- (b) A teacher may volunteer to be surplus by putting the request in writing to the principal within five working days of April 15. Such a teacher will be declared surplus as if that request had been made under Article 9.02(a)(ii) notwithstanding 9.02(a)(i).
- 9.05 A Program Specialty Teacher has access to Article 9.04 (b) regarding self-declaration of surplus for all or a portion of their assignment in accordance with the assigned percentages. For further clarification, percentage assignments cannot be fragmented into smaller percentages. For example an assignment of 0.4 cannot be fragmented into 0.2 thus creating another 0.2 assignment at the school.
- 9.06 Guidance Counsellors will be appointed for an indefinite term. If such teacher is not to be continued in the position for any reason, the teacher shall be so informed by May 15 of the preceding school year.
- 9.07 In the event that there is a proposed change in the work assignment of a teacher within the school, the teacher shall have the right to request a meeting with the school principal and the school superintendent to discuss the matter and to be accompanied by a representative of OECTA.
- 9.08 The Board may however, retain sufficient teachers who possess the necessary qualifications to perform the duties of the available positions.

PLACEMENT PRIORITIES

- 9.09 Before placing any external teaching applicants for September 1 of any year, superintendents shall give consideration, subject to other provisions of the Collective Agreement, for placement to the following groups:
- (i) the list of teachers surplus to the Staffing Model of their school(s)/workplace(s) in that superintendency, and the list of teachers who are returning from any leave including secondment, extension of pregnancy/parental leave and/or loan to outside agencies and who have advised the Human Resources Department, prior to March 1, of their intention to return to teaching effective September 1;
 - (ii) until June 14, the list of teachers who apply for transfer;

- (iii) the list of redundant elementary school teachers; and
- (iv) the list of redundant secondary school teachers, who are qualified and who have requested an elementary placement.

9.10 Any external advertisements for teaching positions will be advertised in the Director's Bulletin and on the Board website simultaneously with any public advertisements.

ARTICLE 10
MANAGEMENT RIGHTS

- 10.01 (a) The Teachers acknowledge that it is the exclusive function of the Board to manage and to determine educational policies and procedures consistent with the rights and objectives of a Roman Catholic separate school system in Ontario except as may be contrary to the provisions of this agreement or to the Acts and Regulations of the Province of Ontario.
- (b) The management function of the Board includes the right to make, change and enforce reasonable rules and regulations not inconsistent with the provisions of this agreement. Upon a specified request of the Teachers, the Board shall consult with the Teachers prior to the implementation of major changes in policy or procedures which may affect them.
- 10.02 Every teacher who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of the teacher's employment by the Board unless:
- (i) the teacher resides outside the City of Toronto,
 - (ii) the separate school board to whose schools the teacher would otherwise send that teacher's child or children does not provide a program or specialized assistance required or advisable for such child or children,
 - (iii) such a program is part of the regular curriculum of this Board or such specialized assistance is provided by the Board, and
 - (iv) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the teacher resides and would be available to such child or children.
- 10.03 The Board will seek input from the Teachers when reviewing established policies and procedures and will inform the Teachers of proposed changes prior to implementing.
- 10.04 The Teachers and the Board agree their representatives will meet at the request of either party to discuss and make recommendations on matters of mutual concern within fifteen (15) school days of such request being made or within such other mutually agreeable timeframe. The Teachers and the Board will each be represented by a maximum of three (3) representatives. The party requesting the meeting shall provide a proposed agenda with any request for such a meeting.

ARTICLE 11 JUST CAUSE

- 11.01 (a) No teacher shall be reprimanded, suspended or demoted without just cause. In the event a teacher is so reprimanded, suspended, or demoted, that teacher shall be given the reason therefore in writing and failure to do so shall render such reprimand, suspension, or demotion nugatory.
- (b) It is understood and agreed that clause (a) above and section 11.02 shall have no application to a demotion as a result of a position being declared surplus as defined in Article 1.
- 11.02 In the event that the Board proposes to issue a letter of reprimand, or to suspend, demote or transfer a teacher as a disciplinary measure, the teacher shall have the right to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA.
- 11.03 In the event that the Board proposes to dismiss a teacher for a reason other than redundancy, the Board shall provide the Teacher with 30 days written notice of termination of employment. Such notice shall state the reason(s) for termination. Such notice shall be sent by registered mail to the teacher's last known address or via hand delivery by the supervisory officer or delegate to the teacher. A copy of such notice shall be sent immediately by e-mail to the President of the OECTA elementary unit.
- The teacher shall have the right:
- (i) to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA; and
 - (ii) to make representation to the Board, and to be accompanied by a representative of OECTA.
- 11.04 (a) Subject to clauses (b) and 11.05 below, the Board shall not without just cause dismiss a teacher employed by the Board.
- (b) It is understood and agreed that dismissals for denominational cause are not subject to the "just cause" requirement. In the event a teacher is dismissed for denominational cause that teacher shall be given the reason(s) therefore in writing.
- 11.05 A teacher who has been dismissed for other than denominational cause or redundancy, may elect within fourteen (14) days of receiving notice of such dismissal to grieve the dismissal through the grievance procedure, including arbitration.
- 11.06 A disciplinary letter placed in a teacher's file shall be reviewed by the respective superintendent, upon written request of the teacher, in order to determine whether or not such letter will continue to be held in the teacher's file. **At the discretion of the Board and upon request of the teacher, negative reports from the teacher's file, which have been in the file at least three (3) years shall be removed provided the**

teacher has not been subject to a negative report in that time period. If the report is not removed, the Superintendent of Human Resources shall meet with the TECT President to discuss the circumstances.

- 11.07 No teacher shall be disciplined, demoted, discharged or suspended based on evaluation related to optional Professional and Staff Development or any voluntary activity.

ARTICLE 12
TEACHERS' SALARY SCALES

12.01

Effective August 31, 2019 (0.5% increase)

Step	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	44,237.00	48,083.00	50,286.00	55,431.00	57,631.00
1	47,182.00	51,284.00	53,623.00	59,319.00	61,867.00
2	50,125.00	54,484.00	56,957.00	63,206.00	66,106.00
3	53,064.00	57,680.00	60,291.00	67,093.00	70,339.00
4	56,008.00	60,877.00	63,626.00	70,980.00	74,581.00
5	58,954.00	64,080.00	66,960.00	74,872.00	78,821.00
6	61,895.00	67,275.00	70,294.00	78,760.00	83,057.00
7	64,834.00	70,474.00	73,627.00	82,646.00	87,292.00
8	67,780.00	73,675.00	76,963.00	86,535.00	91,530.00
9	70,723.00	76,875.00	80,298.00	90,419.00	95,770.00
10	73,665.00	80,073.00	83,630.00	94,309.00	100,007.00

Effective September 1, 2019 (1.0% increase)

Step	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	44,679.00	48,564.00	50,790.00	55,985.00	58,207.00
1	47,654.00	51,797.00	54,159.00	59,912.00	62,486.00
2	50,626.00	55,029.00	57,528.00	63,839.00	66,767.00
3	53,595.00	58,257.00	60,894.00	67,764.00	71,042.00
4	56,568.00	61,486.00	64,263.00	71,690.00	75,327.00
5	59,544.00	64,721.00	67,630.00	75,621.00	79,609.00
6	62,514.00	67,948.00	70,997.00	79,548.00	83,888.00
7	65,482.00	71,179.00	74,363.00	83,473.00	88,166.00
8	68,458.00	74,412.00	77,733.00	87,400.00	92,445.00
9	71,430.00	77,644.00	81,101.00	91,323.00	96,728.00
10	74,403.00	80,874.00	84,466.00	95,252.00	101,007.00

Effective September 1, 2020 (1.0% increase)

Step	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	45,126.00	49,050.00	51,298.00	56,545.00	58,789.00
1	48,131.00	52,315.00	54,701.00	60,511.00	63,111.00
2	51,132.00	55,579.00	58,103.00	64,477.00	67,435.00
3	54,131.00	58,840.00	61,503.00	68,442.00	71,752.00
4	57,134.00	62,101.00	64,906.00	72,407.00	76,080.00
5	60,139.00	65,368.00	68,306.00	76,377.00	80,405.00
6	63,139.00	68,627.00	71,707.00	80,343.00	84,727.00
7	66,137.00	71,891.00	75,107.00	84,308.00	89,048.00
8	69,143.00	75,156.00	78,510.00	88,274.00	93,369.00
9	72,144.00	78,420.00	81,912.00	92,236.00	97,695.00
10	75,147.00	81,683.00	85,311.00	96,205.00	102,017.00

Effective September 1, 2021 (1.0% increase)

Step	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	45,577.00	49,541.00	51,811.00	57,110.00	59,377.00
1	48,612.00	52,838.00	55,248.00	61,116.00	63,742.00
2	51,643.00	56,135.00	58,684.00	65,122.00	68,109.00
3	54,672.00	59,428.00	62,118.00	69,126.00	72,470.00
4	57,705.00	62,722.00	65,555.00	73,131.00	76,841.00
5	60,740.00	66,022.00	68,989.00	77,141.00	81,209.00
6	63,770.00	69,313.00	72,424.00	81,146.00	85,574.00
7	66,798.00	72,610.00	75,858.00	85,151.00	89,938.00
8	69,834.00	75,908.00	79,295.00	89,157.00	94,303.00
9	72,865.00	79,204.00	82,731.00	93,158.00	98,672.00
10	75,898.00	82,500.00	86,164.00	97,167.00	103,037.00

ARTICLE 13
ANNUAL ALLOWANCES

- 13.01 The allowances for the positions of resource teacher, assessment and programming teacher, teachers assigned to the Catholic Teachers' Centre and teachers originally appointed as consultants while they hold the position of resource teacher shall be as follows:

Effective:	Aug. 31, 2019	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Resource Teacher	\$4,578.00	\$4,624.00	\$4,670.00	\$4,717.00
Assessment and Programming Teachers	\$4,578.00	\$4,624.00	\$4,670.00	\$4,717.00
Teachers (Catholic Teachers' Centre)	\$4,578.00	\$4,624.00	\$4,670.00	\$4,717.00
Consultant (Resource Teacher)	\$4,578.00	\$4,624.00	\$4,670.00	\$4,717.00

- 13.02 A resource teacher or a consultant appointed prior to January 1, 1988, will be paid an allowance upon return to the classroom after two years of successful experience as a resource teacher or a consultant **as follows:**

Effective:	Sept 1, 2011	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Return to Class	\$851.00	\$860.00	\$869.00	\$878.00

Special Allowances

- 13.03 (a) A teacher appointed to a special education position or language instruction class prior to December 1, 1991, and who continues in a special education assignment or language instruction class without a break in service except a statutory leave, shall be paid the allowance that the teacher was receiving or was entitled to receive on November 29, 1991 according to the sub clauses set out below.
- (b) Subject to paragraphs (a) and (g), such teacher appointed to a special education position in a school shall be paid an allowance for special education certification, according to the following:

Effective:	Sept 1, 2011	Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Part 1	\$734.00	\$741.00	\$748.00	\$755.00
Part 11	\$1,073.00	\$1,084.00	\$1,095.00	\$1,106.00
Specialist	\$1,350.00	\$1,364.00	\$1,378.00	\$1,392.00

- (c) Assessment and programming teachers shall be eligible for one half the allowance provided in (b) above, but other teachers in positions of responsibility shall not be so eligible.
- (d) Subject to paragraph (a), home instruction teachers who elect not to take the allowance provided in section 13.04 shall be eligible for the allowance provided in (b) above.
- (e) Any teacher who received a special education allowance in the 1990/91 school year for teaching in a language instruction class shall continue to receive such allowance if the teacher continues in a language instruction or a special education class.
- (f) Each teacher appointed after September 1, 1985, and before December 1, 1991 to an approved language instruction class shall be paid an allowance for English as a Second Language as set out in part (b).
- (g) Notwithstanding the foregoing,
 - (i) no teacher shall be entitled to be paid more than one of the allowances provided in paragraphs (b) or (f) above, or pro-rated portions of such allowances which in the aggregate exceed the amount of one of such allowances, and
 - (ii) no teacher appointed to a special education position in a school after August 31, 1980 shall be entitled to the allowance payable under paragraph (b) above and no teacher appointed to a language instruction class shall be entitled to the allowance payable under paragraph (f) above after August 31, 1984 if in either case any part of the teacher's special education certification or English as a Second Language certification is being used for category placement.

13.04 (a) A teacher appointed to and/or continuing in one of the following special education classes on or after December 1, 1991:

- autism
- multiple exceptionalities/handicapped
- developmentally disabled/delayed
- behavioural
- hearing impaired
- Section 20 (or successor)

shall be paid an allowance **as follows**, but shall not be eligible for any allowances under 13.03:

Effective:	Sept. 1, 2011	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Special Class Allowance	\$1,350.00	\$1,364.00	\$1,378.00	\$1,392.00

- 13.05 (a) Teachers holding a postgraduate degree or degrees from an approved university requiring more than one year beyond the pass degree level shall be paid an allowance, per year, for the first postgraduate degree following successful completion of such degree, provided the postgraduate degree or any part thereof is not used in placement or that the recipient is not receiving an allowance pursuant to section 13.06 **as follows:**

Effective:	Sept. 1, 2011	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Post Graduate Degree	\$936.00	\$945.00	\$954.00	\$964.00

- (i) An allowance, per year, shall be paid for the second postgraduate degree from an approved university following completion of such degree, provided the postgraduate degree or any part thereof is not used in placement or that the recipient is not receiving an allowance pursuant to section 13.06 and that the recipient first became entitled to this allowance prior to September 1, 1992 **as follows:**

Effective:	Sept. 1, 2011	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Second Post Graduate Degree	\$334.00	\$337.00	\$340.00	\$343.00

- (ii) Notification of successful completion of a postgraduate degree and salary adjustments shall be in accordance with sections 3.08 and 3.09.

- 13.06 Teachers shall be paid an allowance, per year, for one of the following: ARTC, ATCM, AWCN or equivalent effective September 1 following successful completion of the diploma provided that the diploma or any part thereof is not used in placement, or that the recipient is not receiving an allowance pursuant to section 13.05 and that the recipient first became entitled to this allowance prior to September 1, 1981 **as follows:**

Effective:	Sept. 1, 2011	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
ARTC, ATCM, AWCN	\$761.00	\$769.00	\$777.00	\$785.00

- 13.07 All allowances in this Article are for full-time assignments. Allowances shall be prorated for part-time assignments.

ARTICLE 14
TRAVEL ALLOWANCES

- 14.01 Itinerant teachers, assessment and programming teachers, resource teachers, and other teachers required to use their vehicles on an ongoing and regular basis for approved travel in connection with their assignment, shall be paid a travel allowance of:
- \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.31 per kilometre for subsequent kilometres travelled.
- Effective September 1, 2009:
- \$0.48 per kilometre for the first 5,000 kilometres in a calendar year,
and
- \$0.43 per kilometre for subsequent kilometres travelled.
- Effective September 1, 2010:
- \$0.50 per kilometre for the first 5,000 kilometres in a calendar year,
and
- \$0.45 per kilometre for subsequent kilometres travelled.
- 14.02 Teachers who use their vehicles from time to time for school business which has been approved by the teacher's superordinate shall be reimbursed at the rate set out in 14.01.
- 14.03 A teacher entitled to a reimbursement under 14.01 or 14.02, shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the teacher shall furnish evidence of this insurance to the Board.
- 14.04 If the Board determines, in its discretion, that a car is not essential to a teacher accepting any position listed in 14.01, the Board shall reimburse the teacher for approved transportation costs if the teacher is required to go from one teaching site to another in the course of a day's teaching.
- 14.05 The Board will complete T2200 forms submitted to it by a teacher who is in receipt of a travel allowance under this collective agreement.

ARTICLE 15
BENEFITS

Benefits shall be determined by and subject to the terms of the Employee Life and Health Trust (ELHT) in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13.

- 15.01 The portion of any Employment Insurance rebate to which teachers are entitled by reason of the sick leave plan attributable to elementary teachers shall be paid over to the Toronto Elementary Catholic Teachers Unit of OECTA.
- 15.02 The Board shall inform the President of any rebates or premium holidays it receives from its benefits carrier and the amounts thereof. The application of any rebates or premium holidays shall be subject to the joint agreement of the parties but in default of agreement, such amounts shall be used to reduce the premiums.

ARTICLE 16 METHOD OF PAYMENT

- 16.01 The annual salary of each teacher shall be divided into twenty-six (26) equal instalments.
- 16.02 One instalment shall be payable on the Friday of the week in which the first day of the school year falls. If this payment does not coincide with the Board's administrative payroll, the second instalment shall be paid the following Friday. Subsequent instalments shall be paid every second Friday thereafter. Any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.
- 16.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each year during the term of this agreement shall be payable on the last school day in June of that year.
- 16.04 The annual allowances payable to teachers in positions of responsibility shall be paid as salaries are paid.
- 16.05 (a) The Board shall deduct from the wages of each teacher, on a monthly basis, one tenth of the regular union dues for the teacher and shall remit the amount to OECTA.
- (b) For the purpose of clause 16.05(a) "regular union dues" shall have the same meaning as under section 47(2) of the Labour Relations Act.
- (c) OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of clause 16.05.
- 16.06 A teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:
- the number of days worked by the teacher times the teacher's annual salary divided by the number of school days in the school year.*
- 16.07 The Board will provide Service Canada the Record of Employment electronically for teachers who have had an interruption of earnings and who may be eligible for EI benefits.

ARTICLE 17 PROFESSIONAL DEVELOPMENT

17.01 The Parties agree:

- (i) that Professional Development is job-embedded, informed by research, done in partnership with colleagues;
- (ii) that Professional Development needs to be addressed at the system level through the establishment of a Joint Professional Development Committee;
- (iii) that the success of a Catholic Professional Learning Community (CPLC) depends largely on the environment and the climate in which it is set up;
- (iv) that CPLCs are most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, and a commitment to continuous learning; and
- (v) that professional activities for teachers during Professional Activity days shall be consistent with the learning goal identified in the Teachers' Annual Learning Plans.

The Joint Professional Development Committee

- 17.02 (a) (i) There shall be a Professional Development Committee composed of equal numbers appointed by the Teachers and the Board. The Teachers shall nominate three (3) teachers who shall participate in the deliberations of the Professional Development Committee. The representatives of the Teachers and the Board shall each nominate one of their members as Co-Chairperson.
- (ii) The Professional Development Committee's first meeting in a school year will be called within thirty (30) days of either party giving notice, in writing, to the other requesting a meeting.
 - (iii) Three (3) additional meetings per school year will be held at the written request of either party and will be scheduled as mutually agreed upon by the parties on the Professional Development Committee. Additional meetings may be scheduled by the Committee.
 - (iv) In the event that the Teacher members disagree with the recommendations of the committee, they may have a minority report appended which shall be presented to the Board through the appropriate committee.
- (b) The terms of reference for the Committee shall be:
- (i) to monitor and publish written guidelines regarding eligible professional development activities;

- (ii) to develop and recommend procedures regarding the utilization and allocation of the Professional Learning Pupil Foundation Grant (as outlined in the PDT and applicable to elementary teachers) or any other appropriate Ministry of Education grants pertaining to Professional Development;
 - (iii) to make recommendations on the number, use and scheduling of Professional Activity Days for the subsequent school year;
 - (iv) to recommend to the Board in timely manner regarding the scheduling of appropriate professional activities;
 - (v) to oversee and make recommendations for professional activities for teachers during Professional Activity days;
 - (vi) to promote best practices and sustain successful CPLCs and monitor their implementation; and
 - (vii) to promote a focus on learning, collegiality, and respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning.
- (c) Such committee will take into account the curriculum priorities of the Board.

Funding

- 17.03
- (a) The Board agrees to provide to the Teachers upon request all pertinent information regarding the funds allocated to the Board under section 5 of the PDT Agreement.
 - (b) During the final term of each school year, the Board and the Teachers shall consult via the Joint Professional Development Committee regarding professional development funding available for individuals and approved group activities. The utilization, allocation, amounts available and guidelines shall be published and posted by the Board in each staff room not later than September 30 of each school year.
 - (c) Individual teachers and school staffs may apply to use funds for attendance at professional conferences, seminars and other professional activities within the Province. Funding may include all or part of the cost of the registration fees, transportation costs, books and lodging. Teachers shall make application for funding, utilizing the form developed by the Committee, to their superintendent or designate. The superintendent shall consider the recommendations of the Committee, the funds available and inform the applicant in a timely manner regarding the outcome of the application.
 - (d) The Board shall endeavour to provide an occasional teacher for any teacher who is required to be absent from the school, subject to funds available.

- (e) Teachers shall submit their original receipts attached to the appropriate form, to their superintendent or designate. The Board shall provide quarterly reports to the Committee indicating the names of all applicants, the disposition of the application, the name of the professional development activity and the sum approved.
 - (f) The appropriate form to request funds through Article 17 shall be posted on the Board's intranet site.
- 17.04
- (a) Two Professional Activity Days will be designated for the purpose of assessment and completion of report cards. Schools will be available for teachers to access computers and to consult with their colleagues or principals. Teachers may also choose to work off-site. If choosing to work off-site, teachers are to inform their principal and ensure that the principal has a contact number where they can be reached in case questions arise. The days will be designated in the calendar: one prior to the first reporting period and one prior to the second reporting period.
 - (b) Two Professional Activity Days will be designated for the purpose of reporting to parents. Where parent-teacher interviews are scheduled outside of the instructional day, equivalent lieu time for each teacher shall be provided on these two designated Professional Activity Days. Lieu time shall not exceed 300 minutes on each of these days.

ARTICLE 18
DEFERRED SALARY PLANS

18.01 The Board will grant leaves of absence of one year to teachers on the basis of spreading:

- (i) two (2) years of salary over three (3) years (Plan 1)
- (ii) three (3) years of salary over four (4) years (Plan 2)
- (iii) four (4) years of salary over five (5) years (Plan 3)
- (iv) five (5) years of salary over six (6) years (Plan 4)
- (v) six (6) years of salary over seven (7) years (Plan 5)

(collectively called “the Plans”) on the terms and conditions set out in the remaining clauses of this Article, all of which shall apply. The Board will only offer Plans which are compliant with the applicable legislation.

18.02 Any teacher holding a permanent contract with the Board and who has completed at least three (3) years teaching for the Board may apply to participate in such Plan.

18.03 (a) The maximum number of such leaves which may be granted to elementary school teachers under any combination of the above Plans shall not exceed fifty (50) initiated in a single school year.

(b) No teacher shall be entitled to more than four (4) such leaves under any Plan during their employment with the Board.

18.04 A teacher wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the teacher to be considered for participation in the Plan commencing the following September 1.

18.05 Applications for such leave which have been approved by the teacher’s superintendent shall be reviewed by the Deferred Salary Plan Committee comprised of equal numbers of the Teachers and of the Board’s administrative officials. Consideration shall be given to applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to teachers with longer service.

18.06 All applications reviewed and endorsed by the Deferred Salary Plan Committee shall be considered by the Director who may, in the Director’s discretion, reject any applications which in the Director’s view might impair the ability of the Board to staff its schools adequately. Teachers whose applications are approved by the Director shall be so informed by June 1 next following.

- 18.07 (a) 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 two (2) years of Plan 1 commencing September 1 next, following approval, the teacher will be paid 66.7% of the salary and allowances **excepting travel allowances** to which each teacher is otherwise entitled;
 - (ii) In the case of Plan 2 — in each of the three (3) years of Plan 2 commencing September 1 next, following approval, the teacher will be paid 75% of the salary and allowances **excepting travel allowances** to which each teacher is otherwise entitled;
 - (iii) In the case of Plan 3 — in each of the four (4) years of Plan 3 commencing September 1 next, following approval, the teacher will be paid 80% of the salary and allowances **excepting travel allowances** to which each teacher is otherwise entitled;
 - (iv) In the case of Plan 4 — in each of the five (5) years of Plan 4 commencing September 1 next, following approval, the teacher will be paid 83.33% of the salary and allowances **excepting travel allowances** to which each teacher is otherwise entitled;
 - (v) In the case of Plan 5 — in each of the six (6) years of Plan 5 commencing September 1 next, following approval, the teacher will be paid 85.71% of the salary and allowances **excepting travel allowances** to which each teacher is otherwise entitled;
- (b) During such school year of the leave of absence the Board shall:
- (i) pay the teacher all the funds accumulated pursuant to 18.07(a) and interest earned in accordance with the foregoing either in a lump sum on the last pay in June preceding the leave or the first pay in September of the leave or in two equal instalments, one with the first pay in September and the other with the first pay in January of the year of the leave, or in instalments in accordance with clause 16.01, as the teacher may direct, **in writing by June 1 immediately before the year of the leave** and;
 - (ii) pay that portion of the premiums payable for the benefit plans set out in Article 15 which it would have paid if the teacher were not on leave.
- (c) **During the period of said leave, benefits eligibility will be as determined by and subject to the terms of the Employee Life and Health Trust (ELHT) in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13. The teacher will make appropriate contributions to the Ontario Teachers' Pension Plan Board in accordance with the Pension Plan's deferred salary plan regulations.**

- 18.08 Subject to any other provisions of the Collective Agreement, the teacher shall return to the school/worksite in which the teacher was employed immediately prior to such leave.
- 18.09 During such leave, the teacher's seniority shall accumulate but for the purposes of Article 4 the period of such leave shall not be regarded as experience.
- 18.10 The teacher shall not be entitled to access any sick leave credits during the period of such leave.
- 18.11 A teacher declared redundant under Article 8 or who leaves active employment with the Board while participating in the Plan must withdraw there from. A teacher who takes a statutory Pregnancy and/or Parental Leave shall not be required to withdraw from the Plan. The teacher who withdraws from the Plan 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.
- 18.12 The teacher may withdraw from the Plan:
- (i) provided no replacement for the teacher has been engaged by the Board,
 - (ii) but may not do so after March 15 in the calendar year in which the leave is to be taken except with the consent of the Board.
- 18.13 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.
- 18.14 If a teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the board, 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, such cessation of salary, dismissal, termination or leaving, as the case may be.
- 18.15 If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of sixty (60) days by notice in writing to the Board. The teacher shall be paid within sixty (60) days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with 18.07.
- 18.16 If the teacher becomes permanently disabled during the term of this agreement as a result of an injury or illness and in the opinion of the Board's physician is no longer medically fit to carry out the teacher's duties, this agreement upon written notice to the

Board from the teacher shall thereupon be terminated. If the teacher is on deferred salary leave at the time the Board shall pay to the teacher, as the teacher may elect:

- 18.17 Within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of the payment, less any payments made in accordance with 18.07(b) and any applicable income taxes required to be withheld, or
- 18.18 The remaining instalments as provided in 18.07 less the applicable taxes. If the teacher is not on such leave at the time the Board shall pay to the teacher within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of payment less any applicable taxes.
- 18.19 In accordance with the advance income tax ruling dated 9 June 1981 received by the Board, any teacher entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the teacher in the year, the interest referred to in clause 18.07 when paid will be viewed as normal remuneration in the hands of the teacher and not interest income and the tax to be withheld by the Board shall be based on the amounts actually paid to the teacher.
- 18.20 During the school year of postponement under clauses 18.07 and 18.13, the teacher shall make no contributions to the Plan and shall be provided the full remuneration in accordance with the Collective Agreement.

ARTICLE 19
PREGNANCY AND PARENTAL LEAVES

Statutory Pregnancy and Parental Leaves

- 19.01 (a) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix B). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in Article 19.08.
- (b) This article is subject to review and amendment pending any new federal or provincial laws and regulation. The provisions of this collective agreement shall not be construed to limit the rights to leave or benefits in the current federal and provincial laws.

Application for Pregnancy/Parental Leave

- 19.02 (a) A teacher shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (b) Teachers are encouraged to apply for leave for the entire duration of their leave at the same time. At least thirty (30) calendar days written notice should be given to the Board prior to the commencement of the leave. However, if the teacher had not applied for one or more leaves at the same time such teacher may on at least thirty (30) calendar days written notice apply for the further leaves as provided in this Article.
- (c) If unforeseen circumstances arise subsequent to the application as per 19.02(a) related to the health or the coming into custody, care and control of the child that require the teacher to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

Conditions for Returning

- 19.03 (a) Teachers shall attempt to arrange commencement of and return from pregnancy and parental leaves from the beginning of a school term. Any such additional period of leave taken to extend a statutory leave to the end of a term or school year shall be deemed as an extension to such leave unless it is taken at the written request of the Board. Where such extension is at the written request of the Board, the provisions of 19.03(b) and 19.09 shall apply.
- (b) If the teacher takes only the statutory leaves granted under section 19.01 or such other periods of time to accommodate the Board as per section 19.03(a), the teacher shall be guaranteed the same school and assignment upon the teacher's return

subject to the surplus and redundancy provisions of the collective agreement. A teacher who has elected to take the statutory leave and no extension thereof shall not be disadvantaged by reason of such leave in the event that there is to be a surplus at such teacher's school/other workplace.

Extended Parental Leave

19.04 A teacher is entitled to the extended parental leaves set out below provided the following conditions have been met:

- (i) the teacher has, or is deemed to have, a permanent teacher's status on the last day of the statutory parental leave; and
- (ii) the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed twenty-four(24) months.

19.05 Subject to clause 19.04 and upon the written request of the teacher made thirty (30) calendar days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the Christmas break next following, the end of the March Break next following, or until August 31 next following as chosen by the teacher.

- (i) Thirty (30) calendar days prior to the end of the statutory leave, the teacher may choose option one, two or three as per Appendix B1
- (ii) Upon thirty (30) calendar days written notice prior to the end of option one, the teacher may exercise the right to option two or three.
- (iii) Upon thirty (30) calendar days written notice prior to the end of option two, the teacher may exercise the right to option three.

Conditions for Returning from Extended Parental Leave

19.06 A teacher returning from an extended parental leave shall be guaranteed the same school/workplace subject to the surplus and redundancy provisions of the collective agreement.

Benefits

19.07 A teacher granted a statutory leave shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the teacher already enjoys unless the teacher elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave plus any time period which carries the leave up to the beginning of the next school term as per 19.03(a), but not during any extensions of such leaves. Such teacher shall assume the total cost of these benefit plans for any

period of leave that exceeds the above mentioned periods if the teacher elects to remain covered under such benefit plans.

Maternity Leave Top Up and Supplemental Employment Benefit (SEB) Plan

- 19.08 A teacher taking pregnancy/parental leave under this Article who is subject to a waiting period of at least two weeks before receiving Employment Insurance pregnancy/parental benefits shall receive an allowance of \$550 per week upon appropriate verification to the Board.

Special Parental Leave

- 19.09 (a) Upon application, a teacher who has completed the probationary period and who has received a satisfactory rating on their most recently completed Teacher Performance Appraisal, shall be granted a special parental leave without pay for the remainder of the school year or for a full school year for the purpose of parenting.
- (b) Such special parental leave shall commence, except in the circumstances of emergency, at the beginning of a school term.
- (c) A teacher who has been granted an extended parental leave under Article 19.05 shall not be entitled to a special parental leave under this section with respect to the same child unless the Board in its discretion determines otherwise.
- (d) Except in circumstances of emergency, a teacher shall make application in writing for a special parental leave at least two months prior to the commencement of the leave through the appropriate superintendent of education to the Superintendent of Human Resources. An application on shorter notice shall include a justification for the shortness of notice and appropriate supporting material.
- (e) No teacher may be granted a leave under this section more than twice except in circumstances considered by the Board to be exceptional.
- (f) A teacher returning from a special parental leave shall be subject to the return from leave provisions set out in article 22.02(d).
- (g) A teacher granted a special parental leave may, subject to the consent of the carrier and the terms of the plans, continue to be covered at such teacher's expense by the benefit plans, or any of them, referred to in Article 15.

Other

- 19.10 The number of school days a teacher is on a statutory pregnancy/parental leave shall be counted as qualified experience for the purpose of placement.
- 19.11 A teacher on pregnancy/parental leave may seek temporary employment with the Board, without loss of rights under this Collective Agreement. During such

employment, however, the remuneration to the teacher, and all working conditions will be according to the applicable collective agreement or management policy.

- 19.12 The provisions of Article 19 shall not limit or disadvantage a teacher in exercising their rights under Article 7.

ARTICLE 20
SICK LEAVE CREDIT PLAN

- 20.01 (a) (i) All teachers shall be entitled to sick leave credits in accordance with the terms of this Article.
- (ii) Part-time teachers shall be entitled to sick leave credits which will be calculated on the percentage of the school year worked for the Board.
- (iii) Nothing contained in Article 20 is intended to alter the number of accumulated sick leave credits credited to a teacher immediately prior to September 1, 1984.
- (b) Subject to other clauses in this Article, at the beginning of each school year each teacher's sick leave account shall be credited with the total current school year's sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.
- (c) For any teacher commencing employment or returning from a leave of absence without pay after the first day of the school year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the school year.
- (d) All unused sick leave shall be accumulated.
- (e) The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the Collective Agreement.
- 20.02 A newly-employed teacher is expected to effect promptly a transfer, and in any event prior to two (2) years after commencing employment with the Board, in accordance with the applicable law, to the Board of any sick leave credits accumulated with any other school board in Ontario.
- 20.03 (a) In the event of the re-employment by the Board of a teacher, the Board shall reinstate the accumulated sick leave credit held by the teacher on that teacher's resignation, provided that (i) the teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated, and (ii) the period when the teacher was not employed by the Board does not exceed two (2) years from the date of resignation.
- (b) In the event of the employment of a teacher who was previously employed by the Board in a capacity other than teacher, the Board shall reinstate the accumulated sick leave credit held by the individual at the time of resignation, provided that:
- (i) the teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated; and

- (ii) the period when the teacher was not employed by the Board does not exceed two (2) years from the date of resignation.

Deduction from sick leave credits for illness

- 20.04
- (a) (i) Deduction shall be made from a teacher's sick leave credit for the number of days of absence because of personal illness or immediate family member's illness. No salary payment shall be made to the teacher for absence beyond the number of days to the teacher's credit in the sick leave plan.
 - (ii) Absence due to immediate family member's illness shall be deducted from the teacher's accumulated sick leave credits only.
 - (b) (i) Absence of a teacher for reasons of personal illness or immediate family member's illness for a period of five (5) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over five (5) consecutive working days must be certified by a qualified medical or dental practitioner for the individual who is ill. The teacher shall provide such certification to the Board within five (5) days after returning to duty.
 - (ii) If the Board requests a medical certificate for an absence of less than five (5) days, the Board shall reimburse the teacher for the cost of such certificate. Such request shall be authorized by a Supervisory Officer of the Board.
 - (c) The Board may require the teacher to be examined by a medical or dental practitioner of the Board's own choice at any time before any allowance for sick leave is given or while benefits from the Plan are being received. The Board shall be responsible for the cost of any such request.
 - (d) A teacher returning from leave shall be subject to the return from leave provisions set out in Article 22.02(d).

Resignation

- (e) If a teacher submits a resignation, or takes a leave of absence without pay, effective earlier than the last day of the school year, a deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

Compassionate leave

- 20.05 If a teacher is obliged to attend a dead or dying relative beyond any leave granted under section 20.06 and section 21.01, the teacher may apply through the appropriate superintendent to the Superintendent of Human Resources or designate for an extension of such leave by e-mail or telephone within two (2) working days of the expiration of such

leave. If such extension is granted, the additional time may, at the discretion of the Board, be deducted from any accumulated sick leave credits but if there are not sufficient credits the portion of leave not covered by such credits shall be without pay. The teacher who is not granted such extension will be entitled to up to five (5) days leave without pay. Such leave without pay may be extended at the discretion of the Board.

Urgent personal business

- 20.06 (a) Urgent personal business is business affecting one's personal affairs which should be restricted to occurrences which cannot be scheduled outside of school hours.
- (b) A teacher may take time off for urgent personal business, subject to consultation with the teacher's superordinate who may certify the reason for absence, on the following bases:
- (i) the moving of a teacher's residence (one day maximum);
 - (ii) attendance at the graduation from a post-secondary educational institution of the teacher's spouse, child or parent;
 - (iii) attendance at a drama or music festival in which the teacher is a participant;
 - (iv) attendance at a relevant convention if the teacher is a member of a municipal council or local board thereof;
 - (v) attendance as a participant or coach at a tournament or meet related to the Olympics or sports finals (provincial, national or international);
 - (vi) attendance as president or executive officer of a riding association at a federal or provincial convention;
 - (vii) attendance at the funeral, wedding, baptism or confirmation of a close friend; or family member;
 - (viii) the birth of a teacher's child or the adoption of a child by the teacher if the teacher is not applying for a leave under Article 19;
 - (ix) care of a dependent where such dependent is defined as the teacher's spouse, child or parent; and
 - (x) attendance at medical specialist appointments.
- Where a teacher must travel in order to attend (i) through to (x) above, one (1) urgent personal business day may be approved for such travel.
- (c) If urgent personal business arises out of a catastrophe in a teacher's immediate family, and/or the sudden illness of or accident to a member of a teacher's immediate family or regular care giver to a child or member of the immediate

family in the circumstances that the teacher is unable to arrange for anyone else to come for such member, the teacher may take the time off without seeking approval but shall make every attempt to inform the teacher's superordinate.

- (d)
 - (i) If urgent personal business is for any reason not outlined in 20.06(b) or (c), the teacher shall first obtain the approval of the Director or designate unless because of the urgency of the matter, the teacher is unable to seek such approval in which event the teacher may presume such approval without any penalty other than loss of pay if the approval is not subsequently given.
 - (ii) Requests for such items as time for travel (except as set out in 20.06(b) above), vacation, attendance at family/friend functions (except as set out in 20.06(b) above) and appointments which can be scheduled outside of working hours are not appropriately considered urgent personal business. This list is not exhaustive.
 - (iii) Where a request is made for an item that is not listed in 20.06(b) or (c) approval must be obtained prior to the day being taken (except where the teacher is unable to seek prior approval because of the urgency of the matter).
- (e) With respect to urgent personal business, the total time which may be taken off in any school year shall not exceed two (2) days; however, the Director of Education may extend such total time by up to an additional two (2) days.
- (f) Any time off for urgent personal business under this clause shall be deducted from the teacher's accumulated sick leave credits but if there are not sufficient credits, the portion of the leave not covered by such credits shall be without pay.

Leave for Court Appearance

- 20.07 If a teacher is charged with a criminal or quasi criminal offence and the teacher is not found guilty of that offence or any other offence, or if the charge is withdrawn, such teacher shall be entitled to draw on that teacher's available accumulated sick leave credits for the number of days that the teacher was absent from work because the teacher was in attendance at court in connection with such charge. This section shall not apply if the offence charged is one for which the teacher has the option of electing to be tried in night court.

Other

- 20.08 If by reason of sections 20.04(a)(ii), 20.05, 20.06 or 20.07 a teacher is entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the teacher may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the teacher does not have any unused sick leave to accumulate, then that teacher's last instalment of salary for the school year shall be adjusted by the amount paid to the teacher during any such leaves.

- 20.09 Notwithstanding any other provision herein contained, no teacher may use any of that teacher's current sick leave credits for any purpose, other than sickness, which would reduce such credits to less than twelve (12).
- 20.10 The records of sick leave credits, accumulated sick leave and deductions therefrom shall be maintained by the Board which shall administer the sick leave credit plan. The record of each teacher shall be available to the teacher for inspection and to each school in which the teacher teaches.
- 20.11 Accumulated unused sick leave credits to which the teacher was entitled under 20.01(b) as a result of employment with the Board shall be used to provide a gratuity in accordance with Article 24.

ARTICLE 21
ABSENCE WITHOUT DEDUCTIONS FROM
SALARY OR SICK LEAVE CREDITS

- 21.01 (a) A teacher shall be granted a leave of absence up to a maximum of five (5) days by reason of a death in the teacher's immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister, son-in-law, daughter-in-law, and, in special circumstances recognized by the Director, a former legal guardian, or ward or fiancé.
- (b) A teacher shall be granted leave of absence up to a maximum of two (2) days by reason of a death in the teacher's family to attend the funeral. This will be in the case of the death of uncle, aunt, grandparent, brother-in-law, sister-in-law, niece or nephew.
- 21.02 Permission may be granted by the Director of Education for absence when acting in an official representative capacity at meetings of Teachers' Federation, educational functions or funerals.
- 21.03 Special time off shall be granted to teachers for the purpose of writing university or similar examinations or attending the teacher's own graduation.
- 21.04 A teacher shall be entitled to that teacher's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the teacher is not charged.
- 21.05 For other circumstances not listed in Article 21, permission may be granted at the Director's discretion.

ARTICLE 22
LEAVES OF ABSENCE WITHOUT PAY

ASSOCIATION BUSINESS

- 22.01 (a) Upon the request in writing of the Toronto Elementary Catholic Teachers Unit of OECTA the Board shall grant leaves of absence for up to eight (8) representatives designated by OECTA.

The leave for any representative shall be without pay for a minimum period of one school term or such lesser period, if requested, as approved by the Director of Education and for a maximum period of one school year. All salary and benefits shall be paid by the branch affiliate and shall be administered by the Board through the normal payroll process.

No sick leave shall be credited to such teachers during such leave but any unused sick leave credits accumulated prior to such leave shall be available to such teachers on resumption of duties with the Board. Seniority shall continue to accumulate during the period of such leave of absence.

- (b) Upon the request in writing of the Toronto Elementary Catholic Teachers Unit of OECTA the Board shall grant leaves of absence for a school year at a time to a maximum of ten (10) teachers who are Unit Officers of the Toronto Elementary Catholic Teachers – OECTA representing the teachers employed in the Board's elementary schools. All salary and benefits, as set by OECTA, shall be paid by OECTA and shall be administered by the Board through the normal payroll process. Sick leaves shall be credited to the teachers during such leaves of absence. In any case, any unused sick leave credits accumulated prior to and during such leave of absence shall be available to the teachers on resumption of duties with the Board. The teachers' seniority shall continue to accumulate during the period of such leaves of absence.
- (c) Upon the teacher's return from a leave taken in accordance with clause (a) or (b), the teacher shall be given a comparable position unless there has been prior agreement as to the specific position to which the teacher shall return.
- (d) A teacher returning from leave shall be subject to article

22.02(d). PERSONAL LEAVE

- 22.02 (a) At the discretion of the Board a teacher may be granted leave of absence without pay for up to one (1) year. Such leave may be granted for reasons of illness, or other personal reasons. A written application for leave shall be made through the superintendent of education to the Director of Education at least two months, where possible, prior to the proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term.

- (b) A teacher granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans **as determined by and subject to the terms of the Employee Life and Health Trust (ELHT) in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13**, at the teacher's own expense.
- (c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.
- (d) A teacher returning from leave shall be subject to the following:
 - (i) If the period of leave begins and ends in the same school year, the teacher shall return to his/her assignment subject to a revision of the tentative staffing model.
 - (ii) If the period of leave is for one school year the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.
 - (iii) If the period of leave begins in one school year and ends in the next school year, the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.
 - (iv) If the period of leave is for two full years or spans parts of three consecutive school years or more, Article 7 shall apply if applicable, otherwise the teacher shall return, if possible, to the superintendency to which the teacher was assigned immediately prior to the beginning of the period-of-leave.
 - (v) The provisions of Article 19, Pregnancy and Parental Leaves, take precedent over the above for a teacher returning directly from a statutory or extended parental leave.

ARTICLE 23
WORKPLACE SAFETY AND INSURANCE BOARD

23.01 While a teacher is entitled to payments from the Workplace Safety and Insurance Board the following apply:

- (i) such teacher shall direct that all such payments be paid to the Board;
- (ii) as long as Revenue Canada does not require a teacher to report Workplace Insurance payments for income tax purposes, the Board shall pay the teacher 90% of the teacher's full salary, including allowances;
- (iii) in the event that Workplace Insurance payments are subject to income tax, the Board shall continue to pay such teacher at the teacher's full salary, including allowances;
- (iv) calculation shall be prorated on a per diem basis with each day representing the fraction of salary that one bears to the number of school days in the respective school year;
- (v) there shall be no loss of sick credits to the teacher; and
- (vi) no teacher shall be entitled to remuneration from the Board and from the Workplace Safety and Insurance Board, amounts which in the aggregate exceed the teacher's annual salary, including allowances, from the Board.
- (vii) Teachers and the Board will work cooperatively to identify suitable and available employment, consistent with the teacher's functional abilities.

Notwithstanding the foregoing, in the event the Board determines to terminate or discharge a teacher who by reason of a permanent disability is unable to teach and is entitled to a permanent disability pension or lump sum in lieu thereof from the Workplace Safety and Insurance Board, such teacher shall, if not entitled to payment under the Teacher's Long Term Disability Plan, be paid for any accumulated sick leave credits before such termination or dismissal.

23.02 The Board agrees to establish a committee comprised of not more than one (1) representative of the Association and one (1) representative of the Board. Where so requested by an injured teacher, the committee's terms of reference will be to make recommendations to affected teachers and the Board regarding employment opportunities for injured teachers, including modifications to the existing jobs and descriptions of other jobs appropriate to such teachers' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;

- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner;
- (iii) the level of the individual's physical and occupational abilities;
- (iv) the level of educational qualifications possessed by the individual; and
- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.

ARTICLE 24
SICK LEAVE GRATUITY PLAN

- 24.01 (a) The Board shall pay to each teacher upon retirement, as defined in Article 24.01(h) 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 formulae:

Years of service with the Board	% of Sick Leave Credits x 1/200 of annual salary
1	1
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

- (b) Any teacher in the employ of the Board on June 30, 1969, may elect to have that teacher's accumulated sick leave retirement gratuity paid in accordance with the sick leave gratuity plan ("1969 Plan") in force on that date. Copies of the 1969 Plan are available at the Human Resources Department and at each of the curriculum support units. The Human Resources Department will inform each teacher who is about to retire and who is eligible for a gratuity under the 1969 Plan of the amounts payable under the 1969 Plan and the amount payable in accordance with clause (a).

- (c) No teacher, or that teacher's estate, shall be entitled to more than an amount equal to the teacher's salary, wages or other remuneration for one-half the number of days standing to the teacher's credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by the teacher immediately prior to termination of employment. [ref. The Education Act, section 158 (1)]
- (d) Where a teacher has changed time classification from full-time to part-time employment within the five school years prior to the teacher's retirement or death the limitation upon the amount of the gratuity payable under (c) does not apply to such teacher. Instead, the maximum amount receivable by the teacher, or the teacher's estate, shall not exceed an amount equal to one-half of the full-time annual rate of the earnings which the teacher received in the last complete school year in which the teacher was employed by the Board. For the purpose of computing the gratuity for the teacher referred to in this clause (d) "annual salary" in section 24.01(a) shall mean "full-time annual rate of earnings".
- (e) Notwithstanding clause (c), a teacher employed on a half-time or less basis, or such teacher's estate, shall be entitled to an amount equal to such teacher's salary, wages or other remuneration for all the days standing to such teacher's credit or estate but not in excess of the amount of one-half year's earnings at the rate received by such teacher immediately prior to termination of employment.
- (f) In computing the gratuity, the number of days in the year shall be taken at twenty (20) times the normal number of working months of the year.
- (g) The retirement gratuity shall be paid in one amount
 - (i) during the month following retirement; or
 - (ii) during the first month of the calendar year following retirement, as the employee or the teacher's estate may elect.
- (h) Retirement as used herein shall include a resignation immediately preceding normal retirement, early retirement or by reason of a disability pursuant to the Teachers' Pension Act.

ARTICLE 25
STATISTICAL INFORMATION

- 25.01 Upon the written request of the Teachers, the Board shall supply, but not more than twice a year, to the Teachers as soon as practicable (but within three (3) weeks) with any statistical information which is readily available concerning (i) salaries, placement, seniority, leaves, age and sex of all teachers, and (ii) class sizes, numbers and distribution of education assistants.
- 25.02 The Board and the Teachers will establish a time-line chart and a protocol to facilitate the provisions of information that is required in the Collective Agreement.
- 25.03 Teachers shall supply or cause to be supplied on a timely basis to the Superintendent of Human Resources and the Senior Coordinator of Employee Relations a copy of the Toronto Elementary Catholic Teachers newsletter to members and other general interest mailing and copies of any statistical information or surveys concerning salaries, placement, seniority, leaves, age or sex of teacher or student/teacher ratios and class sizes.
- 25.04 The Board shall make available cost free a copy of this agreement to each teacher and to each school as soon as practicable after it is signed and to each new teacher hired thereafter. The Board and the President or Designate shall consult to determine the format in which the agreement is printed or otherwise duplicated for such distribution.
- 25.05 The Board shall provide the President of TECT-OECTA a written summary of those members of TECT-OECTA who are to be evaluated each year no later than October 31 of the evaluation year.
- 25.06 On a quarterly basis, the Board shall supply to the TECT President a list of all teachers who have resigned or retired and any new hires since the previous report.
- 25.07 The Board shall review and discuss, once per year with SAC, the data on Letters of Permission provided by the Ministry.
- 25.08 The Board shall provide the TECT-OECTA President with the unaudited elementary school enrolment data on a board and school basis for October 31 and March 31 by November 30 and April 30 respectively.

ARTICLE 26
ACCESS TO TEACHER RECORDS

The Board agrees to amend as follows:

- 26.01 (a) Within ten working days of receipt of a written request to the teacher's superintendent, a teacher shall be provided access to his/her "official file" as defined in article 26.03(d) and as maintained by the Board and located in the office of the Superintendent of Education of the area in which the teacher is assigned. After viewing the file, a teacher may request copies of some or all of the contents of the file. The copies shall be provided within 5 working days of receipt of the request.
- (b) If a teacher has initiated a grievance under Article 27 and has requested access to his/her official file in connection therewith, the official file shall be made accessible to the teacher within five (5) working days of the receipt of the request.
- (c) Access to a teacher's official file shall be limited to the supervisory officers of the Board, legal counsel and the officer(s) who is responsible for upkeep of the file.
- 26.02 Upon acknowledging in writing receipt thereof, a teacher shall be entitled to receive a copy of all the teacher's evaluation reports and to add that teacher's comments thereto.
- 26.03 (a) Any documents referring to the competence, character or professional practice of a teacher whether positive or negative which are to be placed in a teacher's official file, shall be discussed with and shown or copied to the teacher before these are so placed. Written notification shall be given that such documents are being placed in the teacher's file.
- (b) If the teacher disputes the accuracy or completeness of any such information in the official file, the Board shall, within fifteen (15) school days from receipt of written request of the teacher, confirm or amend the documents or remove any of these, but in all cases allow the teacher to append information regarding any documents contained in the teacher's official file.
- (c) Where the Board removes or amends information under 26.03(b), the Board shall at the request of the teacher notify in writing all persons who received a report based on the inaccurate information.
- (d) "Official file" shall include all performance appraisal reports, professional growth reports, appraisal/growth reports, and summary reports, any copies of the principal-teacher cooperative evaluation reports in the possession of the superintendent and any documents referred to in 26.03(a) retained by the superintendent.
- (e) A request made under the terms of this Article shall not adversely affect the rights of a teacher as provided in the Freedom of Information and Protection of Privacy Act.

- 26.04 (a) The storage of documents related to a criminal record check or an offence declaration shall be kept confidential and separate from teacher personnel files with access limited to the Superintendent of Human Resources and designates.
- (b) Teachers subject to a positive criminal check may request to view the file materials, relating to the teacher, referenced in section 26.04(a).

ARTICLE 27 GRIEVANCE PROCEDURE AND ARBITRATION

PURPOSE

- 27.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.

DEFINITIONS

- 27.02 A “grievance” is a claim by any teacher, group of teachers, the Teachers or the Board, relating to the interpretation, application or administration of this agreement, or is an allegation that this agreement has been contravened.

PROCEDURE

- 27.03 (a) *Step One:* A teacher having a grievance may, provided it is done with reasonable promptness, discuss such grievance with the Superintendent of Education, Human Resources or designate. The Superintendent or delegate shall meet within ten (10) days of receipt of the written grievance and shall give a written reply to the teacher within five (5) days after such discussion. The teacher may be accompanied by the TECT President or designate of OECTA.

- (b) *Step Two:* If the grievance is not satisfactorily disposed of at Step One, the Unit President, or designate, may on behalf of the aggrieved teacher, within ten (10) days after the written reply at Step One has been or should have been given, deliver the grievance in writing to the Director of Education. The Unit President, or designate, and the aggrieved teacher may meet with the Director or designate within five (5) days of receipt by the Director of Education. The Unit President or designate and the aggrieved teacher may make representation regarding the grievance. The Director of Education or designate shall, within five (5) days after the said meeting, deliver to the Unit President the written reply of the Board to the grievance.

It is further understood and agreed that a grievance pertaining to the dismissal of a teacher with permanent status shall be initiated at Step Two of the grievance procedure.

- (c) If the matter is not resolved at Step Two, the grievance may be referred to arbitration.

DIRECT GRIEVANCES AND GROUP GRIEVANCES

- 27.04 Any grievance arising directly between the Board and the Teachers or any grievance involving more than one teacher, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In

the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.

DISCHARGE GRIEVANCE

- 27.05 A claim by a teacher that the teacher has been unjustly discharged will be treated as a grievance if a written statement of such grievance is lodged at Step 2 within five (5) days of the discharge.

ARBITRATION

- 27.06 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Teachers or the Board to arbitration. **Notwithstanding the procedures outlined herein, the parties agree that the usual course will be to submit the matter to a single arbitrator unless either party requests to submit the matter to an arbitration board. The single arbitrator will be agreed to by both parties, unless either party requests the appointment of an arbitrator pursuant to the Ontario Labour Relations Act.**
- 27.07 **Where either party has requested an arbitration board,** the notice submitting to arbitration shall contain the name of the nominee to the arbitration board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within the time limit, then the request for the appointment of an arbitrator or a nominee may be made to the Minister of Labour as provided by the Ontario Labour Relations Act.
- 27.08 **No person may be appointed as an arbitrator to the arbitration board who has participated directly in an attempt to settle the grievance.**
- 27.09 **The arbitrator/** arbitration board shall hear and decide the grievance and shall issue **their** decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs. In any grievance, including any arising out of any reprimand, suspension or demotion or the loss of any remuneration or benefits, the **arbitrator/**board of arbitration shall have the power to direct payment of compensation, vary the penalty or reinstate a benefit, including retroactivity thereof, as such board may determine to be appropriate.
- 27.10 Notwithstanding section 27.09, the **arbitrator/**arbitration board shall decide the grievance submitted to it, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this agreement, nor make any decision inconsistent therewith.

- 27.11** **The Parties shall equally share the cost of the single arbitrator. Where the matter is referred to an arbitration board, each party shall pay the cost of its own nominees to the arbitration board and the parties shall share equally the cost of the chairperson.**
- 27.12** Each party may be represented at the arbitration by the representative of its choice.
- 27.13** Unless otherwise specifically provided any notice required to be sent herein may be sent by **electronic mail**, prepaid registered or certified mail to the parties at their respective mailing addresses.
- 27.14** The term “days” when used in this Article shall mean Monday to Friday inclusive through the year including July and August, but excluding school holidays.
- 27.15** Any time limits fixed by this Article for the taking of action by either party or by any teacher may at any time be extended by agreement of the representatives of the parties involved.

ARTICLE 28
MEDICAL/PHYSICAL PROCEDURES

- 28.01 A teacher shall provide help or seek assistance for a student in an emergency.
- 28.02 No teacher shall be required to carry out any of the following medical/physical procedures such as, but not limited to:
- the administration of medication by injection,
 - catheterization,
 - manual expression of the bladder,
 - tube feeding,
 - feeding students with impaired swallow reflex, or postural drainage.
- 28.03 No teacher shall be required to carry out any of the following procedures on an ongoing basis or as a regular duty for students with identified health conditions:
- lifting and positioning,
 - assistance with mobility,
 - feeding,
 - toileting.
- 28.04 (a) Teachers shall not be required to examine pupils for communicable conditions or diseases. Notwithstanding, teachers may report any suspicion of such conditions or diseases to their Principal.
- (b) Subject to a teacher's reservations, teachers shall not be required to administer medication or perform any medical or physical procedure on a pupil with the exception of administering an EPI pen.
- 28.05 A committee comprised of equal numbers appointed by the Teachers and the Board shall meet, at the request of either party, to consider and to report to the Teachers and to the Board on medical and physical procedures to be used in schools where there are students with special health considerations. The initial meeting shall be held on or before November 15, in each school year.

ARTICLE 29
OCCUPATIONAL HEALTH AND SAFETY

Joint Occupational Health and Safety Committee

- 29.01 (a) There shall be established a Joint Occupational Health and Safety Committee (the “Committee”) composed of five (5) members appointed by the Teachers, and up to five (5) members of management appointed by the Director. All members shall be appointed for the school year beginning September 1.
- (b) There shall be two (2) Co-chairpersons for the Committee, one (1) from the members representing the administration of the Board and one (1) from the teacher members, appointed by the Teachers for the school year September 1 to August 31.
- (c) A Co-chairperson may, with the consent of the other Co-chairperson, invite an additional person or persons to attend any meeting of the Committee to provide additional information and comment, but none of such additional persons shall participate in the regular business of the meeting. The Senior Manager of Occupational Health and Safety may attend and participate in all meetings but shall not be a voting member.
- (d) The functions of the Committee shall be:
- (i) to review existing education and training programs, satisfy themselves that such programs are sufficient, be involved in improving and/or developing new required programs and in ensuring that all teachers are thoroughly knowledgeable of their rights, restrictions and duties under the Occupational Health and Safety Act;
 - (ii) to review all matters relating to occupational health and safety of teachers which have been referred by any member of the Committee, consider alternative solutions and, where appropriate, make recommendations;
 - (iii) to discuss, consider and make recommendations regarding any other matter of occupational health and safety of teachers that the Committee deems appropriate, inclusive of:
 - (A) any report dealing with a fatality or a critical injury in the workplace; and
 - (B) conditions reported as potentially unsafe or unhealthy; and
 - (iv) to coordinate with other joint health and safety committees of the Board in ensuring the effectiveness of safety and health programs.
- (e) The Co-chairperson appointed by the administration members of the Board shall call, on or before September 30, the first meeting of the Committee in consultation with the other Co-chairperson. Successive meetings shall be arranged by each

Co-chairperson in rotation but in consultation with the other Co-chairperson. The Committee shall meet not less than twice before Christmas and not less than three (3) times after Christmas.

- (f) There shall be no loss of pay to a member for the time taken away from the member's regular duties to attend Committee meetings and/or perform duties required under the Occupational Health and Safety Act. An occasional teacher, if required, shall be provided for the teacher who is absent to attend a meeting, inspection or investigation, if possible.
- (g) All recommendations should be determined by consensus. Any recommendations reached by consensus will be directed:
 - (i) if of a minor nature being matters capable of being solved at school or Planning and Facilities or other department as determined by the Committee, to the appropriate principal or superintendent in writing within 21 days; and
 - (ii) all others to the Director of Education.

If consensus cannot be obtained, the representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and Teacher representatives on the Committee do not agree on the disposition of the proposal, such representatives shall prepare and table, at a subsequent Committee meeting, separate reports on the proposal. Both reports shall be submitted to the Director of Education.

29.02 The Director shall respond in writing within twenty-one (21) calendar days of receipt of:

- (i) recommendations addressed to the Director by the Committee, or
- (ii) reports referred under clause 29.01(g).

29.03 (a) The Teachers shall designate two (2) of the teacher representatives and in the case of emergency two (2) alternate(s) to:

- (i) inspect a different part of elementary school buildings and parts of other buildings within the jurisdiction of the Board occupied by elementary school teachers, on a monthly basis, according to a schedule established by the Committee;
- (ii) accompany the Ministry of Labour's inspector on any inspection of any buildings provided that if there has been no reasonable notice given to the principal of any school of such an inspection, then the OECTA school representative shall accompany such inspector; and

- (iii) attend at critical injury/fatality investigations, industrial hygiene tests and/or refusals to work, as per legislation; and
 - (iv) obtain training, as required, as per legislation.
- (b) The teacher designated under clause 29.03(a) shall be released from teaching duties for up to a full school year. Upon the completion of the assignment, the teacher shall be reassigned to the same school if possible. Such teacher shall be accountable to the Committee for the daily work schedule and any change in such schedule shall be reported promptly to the Board and the Teachers. Further, such changes shall also be reported at the next following Committee meeting.

Other

- 29.04
- (a) In accordance with the regulations made under the Occupational Health and Safety Act, no teacher has a right to refuse work under the Act where the circumstances are such that the life, health or safety of a student is in imminent jeopardy.
 - (b) No teacher shall be ordered or permitted to perform any duties or work in any specific areas or to operate any specific equipment or use any specific substance which another teacher has refused until the matter is investigated and satisfactorily settled.
 - (c) All teachers shall discuss any related occupational health and safety problems with their school principals and shall allow time for the concern to be addressed before bringing it to the attention of a Committee representative.
- 29.05
- (a) The Board shall post up-to-date copies of the Occupational Health and Safety Act and the Asbestos Regulations in a prominent location in each staff room not later than September 30 of each school year.
 - (b) OECTA staff representatives shall be sent copies of the minutes of the Committee meetings and reports of all inspections, investigations or tests which are relevant to their site/building.
- 29.06 It is the belief of the parties to this agreement that the provisions of these procedures meet the requirements of the Occupational Health and Safety Act with respect to the establishment of the committee and the inspection of the workplace.

ARTICLE 30
PARAPROFESSIONALS

30.01 The Board may employ persons as education assistants and/or child and youth workers provided the employment of such persons does not directly result in the layoff of any teacher.

ARTICLE 31
HARASSMENT/ASSAULT

- 31.01 The sexual harassment policy and complaint procedure as established by the Board shall apply to all teachers covered by this Collective Agreement.
- 31.02 The policy statements of the Board on Race and Ethnic Relations shall apply to all teachers covered by this agreement.
- 31.03 The Board and the Teachers recognize that every employee has a right to freedom from assault and harassment in the workplace. The Violence Prevention Policy of the Board shall apply to all teachers covered by this Collective Agreement.
- 31.04 The Respectful Workplace document shall apply to all teachers covered by this Collective Agreement.
- 31.05 TECT Members are protected from Workplace Harassment consistent with the Occupational Health and Safety Act (OHSA).
- 31.06 (a) The Board and the Teachers will jointly prepare material about the Board's policies on Workplace Harassment and the Respectful Workplace program. Such material shall be jointly presented during the 2016-2017 school year and biennially thereafter, by the Teachers and the Board to principals and Association Representatives on the Ministry Designated Health and Safety Professional Development Day.
- (b) Commencing in the 2017-2018 school year and biennially thereafter, the jointly prepared material described at 31.06(a) (subject to additions and deletions as agreed to by the parties) shall be jointly presented to the full staff of each school/workplace on the Ministry Designated Professional Development Day that specifies Health and Safety as a topic.
- (c) In the event that the Ministry ceases to designate one Health and Safety Professional Development Day after the life of this collective agreement, then the parties agree to meet to discuss alternative delivery models for 31.06 (a) and (b).

ARTICLE 32
HIRING A PERSON DIFFERENTLY ABLED

- 32.01 In the event that the Board wishes to employ a teacher or arrange for the return to work of a teacher who has a disability that constitutes a handicap (as defined in section 10(1) of the Human Rights Code) in the performance of any work to be done by such teacher for the Board, the Board may, with the consent of the Branch Affiliate and the teacher concerned, enter into an arrangement which provides for an annual salary, allowances and benefits different from those provided in this agreement. Any alterations in salary, allowances or benefits shall be calculated as a proportion of full-time equivalent values. The same proportion shall be used when including such teachers in Board wide staffing ratios and school staffing allocations.

ARTICLE 33
CONTINUING EDUCATION

- 33.01 Teachers in the employ of the Toronto Catholic District School Board who have been laid off shall have priority in accordance with seniority under Article 8 for continuing education positions for which they are qualified over new applicants for these positions.

The Board will continue to advertise internally all continuing education positions prior to advertising for any outside applicants.

- 33.02 The salary for an elementary school continuing education teacher shall be **as follows** for each hour of instruction. The hourly rate includes 3.46% for statutory holiday pay and 4% for vacation pay.

Effective:	Aug. 31, 2019	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
	\$43.72	\$44.16	\$44.60	\$45.05

- 33.03 An elementary school continuing education teacher shall not be paid an hourly rate while absent from duties for any reason.
- 33.04 Other than as set out in this Article and Article 14, the terms and conditions of this Collective Agreement shall not be applicable to elementary school continuing education teachers.

ARTICLE 34
NO STRIKE OR LOCKOUT

34.01 There shall be no strike or lockout during the term of this Collective Agreement or of any renewal of this agreement.

ARTICLE 35
ASSOCIATION REPRESENTATIVES

- 35.01 The Toronto Elementary Catholic Teachers Unit shall notify the Board in writing of the names of persons elected to office in the Toronto Elementary Catholic Teachers Unit and of persons authorized by the Toronto Elementary Catholic Teachers Unit to represent teachers in a particular school or workplace on behalf of the Toronto Catholic Elementary Teachers of OECTA (Association Representative).
- 35.02 The Board recognizes the appointment of one Association Representative at each school or workplace.
- 35.03 The Board shall provide, subject to the approval of the Director of Education, access to the Board's internal mail, (including FAX and electronic mail) services in order to conduct unit business. The Board shall provide to the Association Representative in each school or workplace access to a telephone and a photocopier.
- 35.04 The Board shall provide the Association Representative with access to a bulletin board in each school or workplace for the posting of unit business and information for the unit membership.
- 35.05 The Board shall provide the Teachers with a suitable meeting room in every school or workplace on request, free of charge and at no cost to the Board provided this does not interrupt the instructional program.
- 35.06 The Unit President or designate shall have access to their members for Toronto Catholic Elementary Teachers business at all schools and workplaces, provided that this does not interrupt the instructional program.
- 35.07 Where a teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the teacher shall be entitled to request the attendance of an Association representative.
- 35.08 Where the Board establishes a committee requiring Association representation, the Association member shall be appointed by the Unit Executive.
- 35.09 Teachers and Association Representatives shall suffer no loss of pay as a result of attendance at any of the aforementioned meetings.
- 35.10 At the request of the Association, the Board will release, at no cost to the Board, one Association representative for each school up to a maximum of one day per year to attend an OECTA in-service.

ARTICLE 36
EFFECTIVE DATE - DURATION
TERMINATION - RENEWAL

36.01 This Collective Agreement shall become effective **September 1, 2019**, and shall remain in full force and effect until **August 31, 2022**.

Either party may notify the other of a desire to negotiate a renewal of this Collective Agreement. Such notification shall be delivered or mailed by prepaid registered or certified post to the other within the month of January of the year in which this Agreement expires. Negotiations for such renewal shall commence within thirty (30) days of notification.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of

<p><i>TORONTO CATHOLIC</i> DISTRICT SCHOOL BOARD</p>	<p><i>TORONTO ELEMENTARY CATHOLIC</i> TEACHERS UNIT OF THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION EMPLOYED BY THE BOARD</p>
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APPENDIX A
LONG TERM DISABILITY

The Board shall deduct from each pay of each teacher and forward to the Metro Catholic LTD Board of Trustees the respective percentages of gross salary it states are required for membership by each of the elementary school teachers and by each of the secondary school teachers in the Teachers' Long Term Disability Plan. In the case of an elementary school teacher the Board shall deduct the stated percentage from the teacher's gross salary including any adjustments to salary made retroactively.

There shall be no such deductions in the case of a teacher who has informed the Metro Catholic LTD Board of Trustees that the teacher has alternative comparable coverage.

The Metro Catholic LTD Board of Trustees shall be responsible for the administration of such Plan including informing in writing the Board, through the Superintendent of Human Resources, of the amount of such premium deductions expressed as a percentage of gross salary, and any adjustments in such percentage and the names of any teachers from whom such deductions are not to be made.

It is agreed that this letter shall form part of the Collective Agreement and has the same force and effect as the agreement to which it is appended.

The joint committee of Teacher and Board administrative officials having reviewed the procedures concerning the placement of teachers on Long Term Disability (LTD), which procedures have now been established, it is agreed that the joint committee will meet only on an ad hoc basis as problems or concerns of either the Teachers or the Board may arise from time to time.

APPENDIX B PREGNANCY AND PARENTAL LEAVE

SECTIONS 46-49 OF THE EMPLOYMENT STANDARDS ACT

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

When leave may begin

- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
- (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.

Exception

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

Same, complication, etc.

- (6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

PARENTAL LEAVE

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

When leave may begin

- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

Restriction if pregnancy leave taken

- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Notice

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

Notice to change date

- (5) An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If child earlier than expected

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
- (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

End of parental leave

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

Ending leave early

- (2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

Changing end date

- (3) An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

**APPENDIX B1
PREGNANCY AND PARENTAL LEAVES - ARTICLE 19**

Year	Statutory months)	Leave (12)	Extended Parental Leave			Statutory months)	Leave (18)			
2020	Begins	Ends	Option 1	Option 2	Option 3	Begins	Ends	Option 1	Option 2	Option 3
	Sept -2020	Sept - 2021	First day back in Jan. 2022	End of March Break 2022	Aug 31, 2022	Sept -2020	Pre- March Break -2022	Extend to End of March Break 2022	Aug 31, 2022	Not applicable
							Post March Break 2022	Extend to August 31, 2022	Not applicable	Not applicable
	Oct -2020	Oct -2021	First day back in Jan. 2022	End of March Break 2022	Aug 31, 2022	Oct-2020	April - 2022	Aug 31, 2022	Not applicable	Not applicable
	Nov-2020	Nov-2021	First day back in Jan. 2022	End of March Break 2022	Aug 31, 2022	Nov-2020	May-2022	Aug 31, 2022	Not applicable	Not applicable
	Dec- 2020	Dec-2021	First day back in Jan. 2022	End of March Break 2022	Aug 31, 2022	Dec-2020	June-2022	Aug 31, 2022	Not applicable	Not applicable
Year	Statutory months)	Leave (12)	Extended Parental Leave			Statutory months)	Leave (18)	Extended Parental Leave		
2021	Begins	Ends	Option 1	Option 2		Begins	Ends	Option 1	Option 2	Option 3
	Jan-2021	Jan-2022	End of March Break 2022	August 31, 2022	First day back in Jan-2023	Jan-2021	August 31, 2022	First day back in Jan-2023	Not applicable	Not applicable
	Feb-2021	Feb-2022	End of March Break 2022	August 31, 2022	First day back in Jan-2023	Feb-2021	August 31, 2022	First day back in Jan-2023	Not applicable	Not applicable
	Pre March-Break 2021	Pre March-Break 2022	End of March Break 2022	August 31, 2022	First day back in Jan-2023	Pre March-Break 2021	Sept -2022	First day back in Jan-2023	Not applicable	Not applicable
	Post March-Break 2021	Post March-Break 2022	August 31, 2022	First day back in Jan. 2023	End of March Break 2023	Post March-Break 2021	Sept - 2022	First day back in Jan-2023	End of March Break 2023	Not applicable
	April 2021	April 2022	August 31, 2022	First day back in Jan. 2023	End of March Break 2023	April 2021	Oct-2022	First day back in Jan-2023	End of March Break 2023	Not applicable
	May 2021	May 2022	August 31, 2022	First day back in Jan. 2023	End of March Break 2023	May 2021	Nov-2022	First day back in Jan-2023	End of March Break 2023	Not applicable
	June 2021	June 2022	August 31, 2022	First day back in Jan 2023	End of March Break 2023	June 2021	Dec-2022	First day back in Jan-2023	End of March Break 2023	Not applicable
	July 2021	July 2022		End of March	Aug 31, 2023	July 2021	Jan-2023	End of March Break 2023	Aug 31, 2023	Not applicable

			First day back in Jan 2023	Break 2023						
	Aug 2021	Aug 2022	First day back in Jan 2023	End of March Break 2023	Aug 31, 2023	Aug 2021	Feb-2023	End of March Break 2023	Aug 31, 2023	Not applicable
	Sept-2021	Sept -2022	First day back in Jan. 2023	End of March Break 2023	Aug 31, 2023	Sept-2021	Pre- March Break -2023	Extend to End of March Break 2023	Aug 31, 2023	Not applicable
							Post March Break 2023	Extend to August 31, 2023	Not applicable	Not applicable
	Oct-2021	Oct-2022	First day back in Jan. 2023	End of March break 2023	Aug 31, 2023	Oct-2021	April 2023	Aug 31, 2023	Not applicable	Not applicable
	Nov-2021	Nov-2022	First day back in Jan. 2023	End of March break 2023	Aug 31, 2023	Nov-2021	May 2023	Aug 31, 2023	Not applicable	Not applicable
	Dec-2021	Dec-2022	First day back in Jan. 2023	End of March break 2023	Aug 31, 2023	Dec-2021	June 2023	Aug 31, 2023	Not applicable	Not applicable
Year	Statutory Leave (12 months)		Extended Parental Leave			Statutory Leave (18 months)		Extended Parental Leave		
2022	Begins	Ends	Option 1	Option 2	Option 3	Begins	Ends	Option 1	Option 2	Option 3
	Jan-2022	Jan-2023	End of March Break 2023	August 31, 2023	First day back in Jan-2024	Jan-2022	August 31, 2023	First day back in Jan 2024	Not applicable	Not applicable
	Feb-2022	Feb-2023	End of March Break 2023	August 31, 2023	First day back in Jan-2024	Feb-2022	August 31, 2023	First day back in Jan 2024	Not applicable	Not applicable
	Pre March-Break 2022	Pre March-Break 2023	End of March Break 2023	August 31, 2023	First day back in Jan-2024	Pre March-Break 2022	Sept 2023	First day back in Jan 2024	Not applicable	Not applicable
	Post March-Break 2022	Post March Break 2023	August 31, 2023	First day Back in Jan. 2024	End of March Break 2024	Post March Break 2022	Sept 2023	First day back in Jan 2024	End of March Break 2024	Not applicable
	April 2022	April 2023	August 31, 2023	First day Back in Jan. 2024	End of March Break 2024	April 2022	Oct 2023	First day back in Jan 2024	End of March Break 2024	Not applicable
	May 2022	May 2023	August 31, 2023	First day Back in Jan. 2024	End of March Break 2024	May 2022	Nov 2023	First day back in Jan 2024	End of March Break 2024	Not applicable
	June 2022	June 2023	August 31, 2023	First day Back in Jan. 2024	End of March Break 2024	June 2022	Dec 2023	First day back in Jan 2024	End of March Break 2024	Not applicable
	July 2022	July 2023	First day Back in Jan. 2024	End of March Break 2024	August 31, 2024	July 2022	Jan 2024	End of March Break 2024	August 31, 2024	Not applicable
	Aug 2022	Aug 2023	First day Back in Jan 2024	End of March Break 2024	August 31, 2024	Aug 2022	Feb 2024	End of March Break 2024	August 31, 2024	Not applicable

[illegible]

APPENDIX B2
LETTER OF UNDERSTANDING
EMPLOYMENT INSURANCE COMMISSION

WHEREAS the Board has been informed by Human Resources Development Canada that the Supplemental Unemployment Benefit (“SUB”) Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Employees must apply for and must be in receipt of Employment Insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Employees have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to Employees respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

APPENDIX C
DEFERRED SALARY PLAN

AGREEMENT made this day of ,

20 BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL
BOARD

hereinafter called the “Board”

OF THE FIRST PART

- and -

hereinafter called “Teacher”

OF THE SECOND PART

WHEREAS the Collective Agreement entered into as of the 23rd day of July, 1981, between the Board and the Branch Affiliates of the Toronto Elementary Catholic Teachers’ Unit of the Ontario English Catholic Teachers Association and the Teachers employed by the Board provides, among other things, for the granting by the Board of leaves of absence of one year to teachers on the basis of spreading:

- (i) **two (2) years of salary over three (3) years (Plan 1)**
- (ii) **three (3) years of salary over four (4) years (Plan 2)**
- (iii) **four (4) years of salary over five (5) years (Plan 3)**
- (iv) **five (5) years of salary over six (6) years (Plan 4)**
- (v) **six (6) years of salary over seven (7) years (Plan 5)**

(collectively called “the Plans”), all on the terms and conditions set out in Article 18 of such Collective Agreement;

AND WHEREAS said Article 18 requires that each teacher permitted to participate in **such Plans** shall enter into an agreement with the Board;

AND WHEREAS the Board has approved the application of the teacher for leave under **such Plans** for the school year commencing September 1, _____;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The Board hereby grants a leave of absence to the teacher under the **Plan** commencing on September 1, _____.

2. In each of the **applicable** school years following September 1, _____, the teacher shall be paid a **percentage** of the salary and allowances (excepting travel allowances) to which the teacher is entitled under the terms of the applicable Collective Agreement, less income taxes required to be withheld **as follows**:
 - (a) **In the case of Plan 1 – in each of the two (2) years of Plan 1 commencing September 1 next, following approval, the teacher will be paid 66.7% of the salary and allowances to which each teacher is otherwise entitled;**
 - (b) **In the case of Plan 2 – in each of the three (3) years of the Plan 2 commencing September 1 next, following approval, the teacher will be paid 75% of the salary and allowances to which each teacher is otherwise entitled;**
 - (c) **In the case of Plan 3 – in each of the four (4) years of the Plan 3 commencing September 1 next, following approval, the teacher will be paid 80% of the salary and allowances to which each teacher is otherwise entitled;**
 - (d) **In the case of Plan 4 – in each of the five (5) years of Plan 4 commencing September 1 next, following approval, the teacher will be paid 83.33% of the salary and allowances to which each teacher is otherwise entitled;**
 - (e) **In the case of Plan 5 – in each of the six (6) years of Plan 5 commencing September 1 next, following approval, the teacher will be paid 85.71% of the salary allowances to which each teacher is otherwise entitled;**
3. The remaining **percentage** of the salary and allowances referred to in paragraph two (2) shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on daily interest savings accounts and compounded annually.
4. During the school year which coincides with the leave of absence, the Board shall pay the teacher, or as the teacher may direct, all the amounts retained by the Board pursuant to paragraph (3), together with all interest accumulated in accordance therewith, either as:
 - (i) a lump sum on the last pay in June preceding the leave or the first pay in September of the leave, or
 - (ii) a lump sum paid in two equal instalments, one with the first pay in September and the other with the first pay in January of the year of the leave, or
 - (iii) by instalments in accordance with the method of payment of salary as set out in the applicable Collective Agreement, **Article 16.01**, as the teacher may direct in writing by June 1 immediately before the year of the leave.
5. **During the period of said leave, benefits eligibility will be as determined by and subject to the terms of the Employee Life and Health and Trust (ELHT) in accordance with Part A, Central Terms, Article 7, Letter of Agreement #5 and Letter of Agreement #13. The teacher will make appropriate contributions to the Ontario**

Teachers' Pension Plan Board in accordance with the Pension Plan's deferred salary plan regulations.

6. Subject to the provisions of the Collective Agreement applicable at the time, the teacher shall return to the school/worksite in which the teacher was employed immediately prior to such leave.
7. During the period of such leave the seniority of the Teacher shall continue to accumulate but for the purposes of placement under the applicable Collective Agreement the period of such leave shall not be regarded as qualified experience.
8. During the period of such leave the teacher shall not be entitled to any sick leave credits but on return from such leave the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such leave.
9. **A teacher declared redundant under Article 8 of the Collective Agreement or who leaves active employment with the Board while participating in the Plan must withdraw from the Plan. A teacher who takes a statutory Pregnancy and/or Parental Leave shall not be required to withdraw from the Plan.** The teacher **who withdraws from the plan shall then** be paid within sixty (60) days a lump sum equal to the **teacher's contributions** plus interest accrued to **the** date of the withdrawal, less applicable **deductions**, in accordance with paragraph two (2).
10. The teacher may withdraw from **the Plan** at any time by notice in writing to the Board provided:
 - (i) no replacement has been engaged by the Board; and
 - (ii) such withdrawal is done prior to March 16 in the calendar year in which the leave is to be taken unless the Board otherwise consents.
11. Notwithstanding the foregoing, the Board may if it is unable to employ a teacher as a suitable replacement for the teacher while the teacher is on leave, defer such leave for up to one year. In such event, the teacher may withdraw from the Deferred Salary Plan by notice in writing to the Board and thereupon such teacher shall be paid within sixty (60) days a lump sum equal to the accumulations plus interest accrued to the date of such withdrawal, less applicable income taxes, in accordance with paragraph 2.
12. If the teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the Board, 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 death, or the teacher, shall be paid a lump sum equal to the **teacher's** accumulations plus interest accrued **up** to the date of **the teacher's** death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be, less applicable income taxes, in accordance with paragraph 2.
13. If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for

benefits under the Teachers' Long Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of sixty (60) days by notice in writing to the Board. The teacher shall be paid within sixty (60) days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with paragraph 2.

14. If the teacher becomes permanently disabled during the term of this agreement as a result of an injury or illness and in the opinion of the Board's physician is no longer medically fit to carry out the teacher's duties, this agreement upon written notice to the Board from the teacher shall thereupon be terminated. If the teacher is on deferred salary leave at the time the Board shall pay to the teacher, as the teacher may elect, (i) within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of the payment, less any payments made in accordance with paragraph 4 and any applicable income taxes required to be withheld, or (ii) the remaining instalments as provided in paragraph 4 less the applicable taxes.

If the teacher is not on such leave at the time the Board shall pay to the teacher within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of payment less any applicable taxes.

It is understood that the teacher will be subject to income tax in each of the five years and that the Board will withhold tax in accordance with the Advance Income Tax Ruling dated June 9, 1981, received by the Board only on the amount of income actually received by the teacher in a year. The interest referred to in paragraph 2 when paid is to be viewed as normal remuneration in the hands of the teacher and not interest income. The tax to be withheld by the Board shall be based on the amount actually paid to the teacher.

APPENDIX D
LETTER OF INTENT

RE: X/Y DEFERRED SALARY PLANS

The Parties agree that during the course of this Collective Agreement they will undertake to look at the possibility of developing additional x/y deferred salary plan options.

APPENDIX E
LETTER OF UNDERSTANDING
RETURN FROM LEAVE PROVISIONS

The parties have agreed to the following:

1. “period of leave” shall mean the total number of days that a teacher was on leave with or without pay across all adjacent leaves including statutory leaves.
2. If the period of leave begins and ends in the same school year, the teacher shall return to his/her assignment subject to a revision of the tentative staffing model.
3. If the period of leave is for one school year the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.
4. If the period of leave begins in one school year and ends in the next school year, the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.
5. If the period of leave is for two full years or spans parts of three consecutive school years or more, Article 7 shall apply if applicable, otherwise the teacher shall return, if possible, to the superintendency to which the teacher was assigned immediately prior to the beginning of the period-of-leave.
6. The provisions of Article 19, Pregnancy and Parental Leaves, take precedent over the above for a teacher returning directly from a statutory or extended parental leave.

The above provisions shall apply to leaves for which the period of leave commences on/after December 1, 2008. If the period of leave commenced prior to December 1, 2008, the provisions may apply if an open position is available during the school year 2008/09 in the school/workplace to which the teacher was assigned immediately prior to commencing the leave or in the tentative staffing model for the school year 2009/10, as may be applicable.

APPENDIX F
LETTER OF INTENT
PERFORMANCE APPRAISAL

1. The Board shall engage in an appraisal process that is meaningful, promotes teacher growth and development and is consistent with the Ministry's Teacher Performance Appraisal: Technical Requirements manual as a guideline for teachers, administrators and superintendents in implementing the Acts and Regulations.
2. The Board shall implement the Act and Regulations within the framework of the Board's Mission Statement.
3. The ALP is teacher authored and directed and is developed in a consultative and collaborative manner with the principal each year.
4. The teacher and principal are obligated to meet to review the ALP only if the teacher is in an evaluation year. In a non-evaluation year meetings are discretionary and can be requested by either party.
5. After the classroom observation, if the evaluator determines that the teacher may receive an Unsatisfactory Rating, the post-observation meeting shall be held no later than 10 days after the classroom observation.
6.
 - (a) The Principal shall provide to the TECT-OECTA President the names of all teachers who receive an Unsatisfactory Rating immediately upon issuance.
 - (b) Prior to any recommendation of a teacher's termination to the Board, an evaluation will be conducted by the teacher's Superintendent except where circumstances prompt a termination to protect the best interests of students as provided for by legislation.
 - (c) A performance appraisal for experienced teachers, subject to the timelines in the legislation, shall be completed no later than May 31.
 - (d) The Board shall endeavour to complete all performance appraisals for new teachers, in accordance with the NTIP Technical Requirements Manual and Education Act, subject to the timelines in the legislation, no later than May 31.
7. A joint teacher committee including representatives of TECT-OECTA and the Board will be maintained throughout the life of this agreement to examine issues and guide the implementation of the TPA.
8. The Joint Committee will review the TPA process for:
 - (i) consistency of application including timelines and process within the Acts and their Regulations and;

- (ii) to recommend procedures to reflect best practices as permitted by the Acts and Regulations.

APPENDIX G
LETTER OF UNDERSTANDING
SPECIAL EDUCATION

The Board agrees to maintain as a minimum ratio throughout the effective term of the collective agreement set out below.

This minimum is the ratio of FTE students to FTE Special Education Teachers which is established at 136 as of September 30.

Only positions which require special education qualifications, as per Ministry of Education requirements, shall be included in the ratio. The following Special Education Teachers in the following program categories will be counted for the calculation in the above ratio:

- (i) Special Education Self Contained Classrooms (Regular Special Education)
- (ii) Behavioural Programmes
- (iii) Hearing Impaired
- (iv) Developmentally Disabled/Delayed
- (v) Gifted/Congregated Gifted
- (vi) Learning Disabled
- (vii) Language Impairment
- (viii) Multiple Exceptionalities/Handicap
- (ix) Deaf and Hard of Hearing
- (x) Hospital for Sick Children
- (xi) Autism Support
- (xii) Incremental Special Education not included in other program categories
- (xiii) Intensive Support Allocation not included in other program categories (excludes 5th Block and Junior Literacy and Junior Literacy at Risk)

The parties agree to form a Joint Committee, composed of three representatives for the Teachers and three for the School Board to collect data and to monitor the workload of Special Education Teachers and the Special Education workload of classroom teachers.

The Joint Committee will review the process and criteria used for allocating Special Education staff in each year and in a longitudinal manner throughout the term of the agreement. The template prepared by the Board dated July 11, 2006 is to be the point of reference.

The Joint Committee will collect data on October 31st and April 30th regarding the student loading in each class, students being serviced and teacher assignments, on an agreed upon form. This data will be reviewed in the next meeting following.

The objectives of the Joint Committee are:

- (i) to improve student services in Special Education;
- (ii) to balance the workload in a fair and equitable manner;
- (iii) to determine the best practices for improved services; and
- (iv) to make recommendations in respect to workload.

The Joint Committee effective the 2008/2009 school year, shall meet bi-annually each November and May to review data collected, to monitor and review the staffing and workload with regard to those who are being serviced through special education. Additional meetings may be established by mutual consent.

APPENDIX H
LETTER OF INTENT
WORKLOAD AND STAFFING

To ensure equity in teacher workload, the parties agree to review, and implement through SAC the workload required to reflect current trends and legislative amendments.

The Board shall meet with the Association to discuss the development and/or implementation of new programs and/or new teaching duties that have an impact on the bargaining Unit.

The Board further expressed its commitment to discuss with the Teachers, through SAC, any annual staffing revisions that may be a response to changes in government funding, allocations, or legislation. SAC will ensure that the implementation of the above is done in a fair, equitable and timely manner.

**APPENDIX I
LETTER OF INTENT
CONSULTATION**

1. During the course of negotiations, the Board has agreed to consult with the teachers prior to the implementation of any major changes of policy or procedures of the Board which may affect them.

Such consultation will occur in a timely manner to allow the Association to respond to any such initiatives.

Initial notification for consultation will be through the TECT President.

2. Where teacher representation is required by the Board, such teacher shall be appointed by the Teachers.

APPENDIX J
LETTER OF INTENT
ALTERNATIVE SCHOOL YEAR MODELS

In the event that the Board decides to explore and introduce *Alternative School Year* models during the term of this Collective Agreement, the model of delivery shall be the subject of discussions between the Board and the Association.

The following shall form the basis upon which the Alternative School Year model is based:

1. No teacher shall be advantaged or disadvantaged as a result of the school year model in place at their school/workplace.
2. During the terms of this Collective Agreement, the Board shall be limited to implementing the Alternative School Year model in no more than (2) two schools.
3. A teacher's participation in the Alternate School Year shall be voluntary.
4. A teacher in an Alternate School Year program who does not wish to participate in the Alternate School Year program shall be reassigned upon request, at the end of the school year in conjunction with Article 7.
5. Program and Special Education support personnel who are required and who volunteer to provide support services shall be given lieu time for days worked outside of the traditional school year. Such time shall be determined co-operatively between the teacher and his/her supervisor.
6. The Board will not involuntarily transfer any teacher to these programs/schools; rather the Board will select from those members of TECT who apply.
7. All salaries and working conditions in the Collective Agreement shall apply; however, it is understood that prorating and change in timelines may be necessary depending on the model adopted.
8. The instructional day shall be similar to that of the Traditional School year.
9. The length of the school year shall not exceed that of a Traditional School Year workplace, namely one hundred ninety-four (194) days.
10. The Board shall ensure that teachers on an alternate school model shall be provided the same access to Professional Development as teachers in a traditional school model.
11. (i) The Joint Staff Allocation Committee will be mandated to identify and make recommendations to resolve those issues in the Collective Agreement which may require amendment(s) in order to implement the program within the framework of the Collective Agreement, save and except those matters addressed by this Letter of Intent.

- (ii) It is understood by both parties that all matters brought to the Joint Staff Allocation Committee will be investigated prior to making recommendations to the parties.
- (iii) The Board will work with the authorized representatives of the Bargaining Unit to resolve any issues and or recommendations of the Joint Staff Allocation Committee that lie outside the mandate of the Joint Staff Allocation Committee.

APPENDIX K
LETTER OF UNDERSTANDING
CONSOLIDATING SCHOOL COMMUNITIES

The Parties agree that a meeting of the Joint Staff Allocation Committee will be scheduled during 2016 with the expressed purpose of defining: i) School closure, school amalgamation/consolidation, school relocation (entire, or in part). ii) Consistent with i), the Committee will determine staffing procedures for School closure, school amalgamation/consolidation, school relocation (entire, or in part).

Consolidating School Communities

In the event that the Board consolidates school communities, the following will apply:

1. Staffing implications will be discussed at the Joint Staff Allocation Committee prior to the development of the Tentative Staffing Model.
2. The Board will generate a Form 100 for the new consolidated school community.
3. The LSSACs of the existing school communities will meet to review the generated staffing model. The LSSACs will approve the generated model, or develop a different model, pursuant to Article 9.01.
4. The jointly approved tentative model will be provided to all teachers at both schools, to inform the Staff Assignment Information Form.
5. Staffing on the Form 100 for the consolidated school staff will be based on preferences, abilities, qualifications and experience.
6. The staffing of Program Specialty positions will be based on membership within a silo and seniority.
7. In the event that the tentative staffing model results in surplus staff; surplus declaration provisions will be followed pursuant to Article 9.
8. In the event that the tentative staffing model for the consolidated school identifies surplus staff; the surplus teacher(s) will be eligible to participate in the transfer process, pursuant to Article 7.
9. In the event that such surplus teacher does not receive an assignment through the transfer process, such teacher(s) will be subject to the surplus and placement provisions in Article 7.12.
10. It is understood that it is not the duty of a teacher to pack, move, or unpack school property. Furthermore, it is understood that teachers do not direct students to pack or move TCDSB property.

11. It is understood that if any such move occurs during the academic year when students are present: the Board will provide Occasional Teacher coverage to facilitate the organization of the classroom.
12. The Parties agree that at the earliest opportunity, the provisions of this Letter of Understanding will be incorporated into the collective agreement.
13. The parties agree that there will be a review of this Letter of Understanding and its implementation before the end of February 2017 and any proposed changes to the language may only occur by mutual agreement.

APPENDIX L
LETTER OF INTENT
SAFE SCHOOLS

There shall be a joint Safe Schools Committee composed of up to three (3) members of TECT and up to three (3) representatives from the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chair.

The name of each TECT member of the committee for a school year shall be forwarded to the Director of Education and the Board Co-Chairperson of the committee no later than June 30 preceding that school year, whenever possible.

During each school year the committee shall meet six (6) times during the school year with the first meeting held no later than September 30 in order to ensure effective planning and response.

The functions of the committee shall be:

- (i) To review the TCDSB Code of Conduct and Safe Schools policies under Bill 212.
- (ii) To review existing education and training programs in current Safe Schools legislation.
- (iii) To obtain relevant Safe Schools data as required and permissible.
- (iv) To facilitate professional development activities in relation to Safe Schools legislation.
- (v) To make recommendations to the Safe Schools Advisory Committee of the Board with regards to safe school issues as they may affect elementary school teachers.
- (vi) To recommend practices/procedures to address violence against teachers.

APPENDIX M
PROGRAM SPECIALTY TEACHERS
DETERMINATION OF ASSIGNMENTS FOR PROGRAM SPECIALTY TEACHERS

(A) Program Specialty Teachers Assigned to One School

Where a Program Specialty Teacher is assigned to only one school, in a given Specialty Program subject area, that Program Specialty Teacher shall automatically be assigned the increase/decrease in the school's assignment allocation in his/her subject area. In the event that the increase in the allocation exceeds the Basic Time Classification of that Program Specialty Teacher, the Board shall assign the increase to another Program Specialty Teacher in accordance with the Collective Agreement.

In the event of a decrease in the assignment, the Program Specialty Teacher shall attend the Program Specialty Placement meeting to select a position that maintains their current Basic Time Classification.

(B) Program Specialty Teachers Assigned to Two Schools

- (i) Where a Program Specialty Teacher is assigned to two schools in a given Specialty Program subject area, that Program Specialty Teacher shall automatically be assigned the increase/decrease in the school's assignment allocation in his/her subject area according to the following:
 - (a) In the event that the increase in the Program Specialty position at both of the schools results in a Basic Time Classification greater than the BTC of the Program Specialty Teacher, the Program Specialty Teacher shall elect to accept the increase in one of the allocations. The Program Specialty assignment in the other school shall be decreased the equivalent amount. The Board shall post the remaining open Program Specialty assignment as outlined in the Transfer and Posting Process for Program Specialty Teachers.
 - (b) In the event that the increase in the Program Specialty position at one of the schools results in a Basic Time Classification greater than the BTC of the Program Specialty Teacher, the Program Specialty Teacher shall elect to accept or reject the increase in the allocation. The Board shall post the remaining open Program Specialty assignment as outlined in the Transfer and Posting Process for Program Specialty Teachers.
 - (c) In the event that a decrease in the Program Specialty position at either or both of the schools results in a Basic Time Classification less than the assigned BTC of the Program Specialty Teacher, the Program Specialty Teacher shall attend the Program Specific Placement meeting to select a position that maintains their current Basic Time Classification.

(C) Program Specialty Teachers Assigned to Three or More Schools

- (i) Where a Program Specialty Teacher is assigned to three or more schools in a given Specialty Program subject area, that Program Specialty Teacher shall automatically be assigned the increase(s) in accordance with their designated preferences.

The Program Specialty Teacher shall then be declared surplus in the total assignment of their least preferred school(s) as determined on their preference sheets in order to maintain their current preferences. The Program Specialty Teacher shall attend the Program Specialty Placement Meeting to select the remaining percentage of their Basic Time Classification if necessary in accordance with seniority.

- (ii) Where a Program Specialty Teacher is assigned to three or more schools in a given Specialty Program subject area, that Program Specialty teacher shall automatically be assigned the decrease(s) in accordance with their designated preferences.

The Program Specialty Teacher shall be declared surplus in the total assignment of their least preferred school(s) as determined on their preference sheets in order to maintain their current Basic Time Classification. The Program Specialty Teacher shall attend the Program Specialty Placement Meeting and shall have the option of selecting a fourth school or selecting a third school which matches a current allocation plus the surplus declaration portion.

APPENDIX N SURPLUS GUIDELINES

Declaration of Surplus Procedures

A. TENTATIVE STAFFING- March 31st:

The following is the order of the declaration of surplus as per Article 9:

1. Teachers who have volunteered in writing to be declared surplus.
2. In the event that there is an insufficient number of volunteers, the teacher on staff with the least seniority* shall be selected.

The following are excluded from declaration of surplus as per Article 9.02 (b):

- (a) Teachers who have received an unsatisfactory rating or who are on review status under TPA or NTIP.
- (b) Teachers declared surplus and reassigned within the past two (2) years.

* In the event that two or more teachers share the same seniority date, lots will be drawn to determine who will receive the declaration of surplus.

The names of individual teachers with the same seniority date will be written on separate pieces of paper and placed in an envelope in the presence of the LSSAC Co-Chairs, the Vice Principal (if applicable) and the affected teachers. Names will be drawn one at a time.

The following example is provided for illustrative purposes:

Name of Teacher	Seniority Date
TEACHER A	2014/09/01
TEACHER B	2014/09/01
TEACHER C	2014/09/01

In the event that the following occurs:

The 1st name drawn is TEACHER B. (TEACHER B is deemed to have the greatest seniority.)

The 2nd name drawn is TEACHER C. (TEACHER C is deemed to have the next greatest seniority.)

The 3rd name drawn is TEACHER A. (TEACHER A is deemed to have the least seniority.) The outcome would be as follows:

TEACHER A, the third name drawn, will be the first teacher declared surplus as he/she is determined to have the least seniority and a surplus letter will be issued by March 31st to TEACHER A.

B. Re-Organization — September 30th Surplus

The order for declaring teachers surplus for September 30th within the current school year is as follows:

(Note: All surplus positions (numbers 1-4) are determined by seniority in each step. If there is a tie in seniority in any step, lots are to be drawn* in the presence of the LSSAC Co-Chairs, Vice Principal (if applicable), and the affected teachers.)

- 1) Volunteers;
- 2) Newly hired teachers — September (in current school year);
- 3) Transfers and Placement as per Article 7 — any teacher who has transferred to the school starting September in the current school year;
- 4) Least seniority.

* In the event that two or more teachers share the same seniority date, lots will be drawn to determine who will receive the declaration of surplus.

The names of the individual teachers with the same seniority date will be written on separate pieces of paper and placed in an envelope in the presence of the LSSAC Co-Chairs, the Vice Principal (if applicable) and the affected teachers. Names will be drawn one at a time.

The following example is provided for illustrative purposes:

Name of Teacher	Seniority Date
TEACHER A	2014/09/01
TEACHER B	2014/09/01
TEACHER C	2014/09/01

In the event that the following occurs:

The 1st name drawn is TEACHER B. (TEACHER B is deemed to have the greatest seniority.)

The 2nd name drawn is TEACHER C. (TEACHER C is deemed to have the next greatest seniority.)

The 3rd name drawn is TEACHER A. (TEACHER A is deemed to have the least seniority.) The outcome would be as follows:

TEACHER A, the third name drawn, will be the first teacher declared surplus as he/she is determined to have the least seniority and a surplus letter will be issued by September 30th to TEACHER A.

APPENDIX O
LETTER OF INTENT
MULTI-LANGUAGE SCHOOL MODELS

In the event, it is the intent of the Board to explore and introduce Multi-Language schools model during the term of this Collective Agreement, the model of delivery shall be the subject of discussions between the Board and the Teachers.

The following shall form the basis of the Multi-Language School model:

1. No teacher shall be advantaged or disadvantaged as a result of the Multi-language school model in place at their school/workplace.
2. A teacher's participation in the Multi-Language school shall be voluntary.
3. The Board will not involuntarily transfer any teacher to these programs/schools; rather the Board will select from those members of TECT who apply.
4. All salaries and working conditions in the Collective Agreement shall apply.
5. The instructional day shall not exceed 300 teaching minutes for teachers inclusive of Preparation and Evaluation time. The proposed school timetable will be discussed at the staff allocation committee meeting.
6.
 - (i) The Joint Staff Allocation Committee will be mandated to identify and make recommendations to resolve those issues in the Collective Agreement which may require amendment(s) in order to implement the program within the framework of the Collective Agreement, save and except those matters addressed by this Letter of Intent.
 - (ii) It is understood by both parties that all matters brought to the Joint Staff Allocation Committee will be investigated prior to making recommendations and/or actions being taken by the parties.
 - (iii) The Board will work with the authorized representatives of the Bargaining Unit to resolve any issues and/or recommendations of the Joint Staff Allocation Committee that lie outside the mandate of the Joint Staff Allocation Committee.

APPENDIX P
LETTER OF INTENT
EDUCATIONAL LEADERSHIP

The parties agree to meet at least four (4) times in **2021-2022** for the purpose of reviewing effective leadership attributes in relation to building healthy relationships and developing people, meaningful consultation and professional learning opportunities for Catholic teacher leadership formation.

APPENDIX Q
LETTER OF UNDERSTANDING
HEALTHY WORKPLACE COMMITTEE

There shall be a joint Healthy Workplace Committee composed of up to three (3) members of TECT and up to three (3) representatives from the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chair. The purpose of the committee is to promote and cultivate a healthy workplace culture which supports employees in maintaining optimal health.

During each school year the committee shall meet 4 (four) times, with additional meetings as requested and agreed upon by both parties, with the first meeting held no later than September 30 in order to ensure effective planning and response.

The functions of the committee shall be:

- 1) To make recommendations regarding enhancing the health and well-being of the teachers.
- 2) To assess the workplace environment and identify ways to strengthen existing and future programs and policies to improve the health of teachers.
- 3) To identify best practices in health and wellness.
- 4) To review a variety of wellness programs and recommend changes and new programs.
- 5) To identify and address needs and concerns through processes informed by relevant statistical data, surveys and feedback.
- 6) To identify trends and patterns as evidenced by statistical data.
- 7) To address any other relevant topics as mutually agreed upon by the parties.

APPENDIX R

STANDARDIZED SCHOOL DAY TIMETABLES

8:30 AM Start			9:00 AM Start		<ul style="list-style-type: none"> • 9 Period – Balance Day • 5 minutes Travel Time between periods • No travel time to and from opening exercises, recess and lunch • 240 Minutes Prep Time = 8 — 30 minutes periods • *Easier to Schedule • Eliminates unused allocated time and uses instructional minutes effectively • Two school start times: 8:30 and 9:00
8:30 AM	8:35 AM	Opening Exercises	9:00 AM	9:05 AM	
8:35 AM	9:05 AM	Period 1	9:05 AM	9:35 AM	
9:05 AM	9:09 AM	TRAVEL	9:35 AM	9:39 AM	
9:09 AM	9:39 AM	Period 2	9:39 AM	10:09 AM	
9:39 AM	9:42 AM	TRAVEL	10:09 AM	10:12 AM	
9:42 AM	10:12 AM	Period 3	10:12 AM	10:42 AM	
10:12 AM	10:27 AM	RECESS	10:42 AM	10:57 AM	
10:27 AM	10:57 AM	Period 4	10:57 AM	11:27 AM	
11:27 AM	11:00 AM	TRAVEL	11:27 AM	11:30 AM	
11:00 AM	11:15 AM	Period 5 AM	11:30 AM	11:45 AM	
11:15 AM	12:15 PM	LUNCH	11:45 AM	12:45 PM	
12:15 PM	12:30 PM	Period 5 PM	12:45 PM	1:00 PM	
12:30 PM	12:35 PM	TRAVEL	1:00 PM	1:05 PM	
12:35 PM	1:05 PM	Period 6	1:05 PM	1:35 PM	
1:05 PM	1:10 PM	TRAVEL	1:35 PM	1:40 PM	
1:10 PM	1:40 PM	Period 7	1:40 PM	2:10 PM	
1:40 PM	1:55 PM	RECESS	2:10 PM	2:25 PM	
1:55 PM	2:25 PM	Period 8	2:25 PM	2:55 PM	
2:25 PM	2:30 PM	TRAVEL	2:55 PM	3:00 PM	
2:30 PM	3:00 PM	Period 9	3:00 PM	3:30 PM	

Pursuant to Article 5.11(d)(iv) this schedule is subject to being altered by 2017-2018 school year when no teacher teaches an extended day.

8:30 AM	8:35 AM	Opening Exercises
8:35 AM	9:05 AM	Period 1
9:05 AM	9:09 AM	TRAVEL
9:09 AM	9:39 AM	Period 2
9:39 AM	9:42 AM	TRAVEL
9:42 AM	10:12 AM	Period 3
10:12 AM	10:27 AM	RECESS
10:27 AM	10:57 AM	Period 4
10:57 AM	11:00 AM	TRAVEL
11:00 AM	11:15 AM	Period 5 AM
11:15 AM	12:15 PM	LUNCH
12:15 PM	12:30 PM	Period 5 PM
12:30 PM	12:35 PM	TRAVEL
12:35 PM	1:05 PM	Period 6
1:05 PM	1:10 PM	TRAVEL
1:10 PM	1:40 PM	Period 7
1:40 PM	1:55 PM	RECESS
1:55 PM	2:25 PM	Period 8
2:25 PM	2:27 PM	TRAVEL
2:27 PM	2:57 PM	Period 9
2:57 PM	3:00 PM	TRAVEL
3:00 PM	3:30 PM	Period 10

APPENDIX S

STAFF ASSIGNMENT PREFERENCE FORM

9.01(c) After the tentative staffing model (Form 100 or equivalent) has been determined, the principal shall provide by April 1st, each teacher with the Staff Assignment Preference Form and a copy of the tentative staffing model (Form 100 or equivalent) which contains the grade/programme assignments. Within five (5) working days, each teacher shall return the Staff Assignment Preference Form to the principal and shall identify a first, second and third choice based on the tentative staffing model (Form 100 or equivalent). The principal will assign the specific classroom/teaching assignment of each teacher based on the information included on the Staff Assignment Preference Form (Appendix S) and the process outlined below:

- (i) Where there are sufficient assignments available, a teacher will be provided with their first choice as indicated on their Staff Assignment Preference Form subject to holding the appropriate qualifications.
- (ii) In the event that there are more teachers indicating the same first choice than positions available on the tentative staffing model (Form 100 or equivalent), the principal will meet with the affected teachers to consult about the assignments. Matters to be considered include current assignment, seniority, and experience of the teachers in the division.
- (iii) Priority will be given to a teacher who currently holds the requested assignment as part of a combined grade. (For example, if two teachers request a grade 3, and Teacher A is currently teaching grade 3 and Teacher B is teaching a grade 2/3 or 3/4, Teacher B will be given the position.). **The combined grade priority only applies if a teacher is moving from a combined grade to a straight grade. (For example, if a teacher is currently teaching grade 2/3 the combined grade priority can only be used to move into a straight grade 2 or a straight grade 3).**
- (iv) In the event that there are an insufficient number of assignments to provide a teacher with their first choice, the procedure outlined in 9.01 (c) above will be followed using the teacher's second choice.
- (v) In the event that there are an insufficient number of assignments to provide a teacher with their second choice, the procedure outlined in 9.01(c) above will be followed using the teacher's third choice.

TIMELINES

- Staff Assignment Preference Forms to be distributed to teachers by April 1 with a copy of the tentative staffing model.
- Form to be returned to the Principal within five (5) working days.

Teacher Name	Current Assignment

Please list your request(s) for next year's teaching assignment for which you are qualified*:	
First Choice as per Form 100	
Second Choice as per Form 100	
Third Choice as per Form 100	

*Attach your current Ontario College of Teachers (OCT) Qualification Record Card

Additional Comments (You may append additional information)

Two days prior to the presentation to the entire staff, each teacher will be advised via e-mail of his/her teaching assignment for the next school year. The tentative staffing model (Form 100 or equivalent) with specific teaching assignments will be presented to the entire staff via a staff meeting, or other method agreed upon by LSSAC, by April 15. If April 15 falls on a non-school day, the presentation shall be not later than the last school day before April 15.

*Please make a copy of this form for yourself and for your TECT representative.

- 7) The Parties hereby agree to recommend ratification of this Memorandum of Settlement of Local Terms and its attached Appendix A to their respective parties and the ratification process shall be completed not later than within three weeks of the execution of this Memorandum of Settlement of Local Terms.
- 8) Upon ratification, the Parties shall execute and deliver the necessary letter of confirmation to the Director, Labour Relations and Governance Branch, Ministry of Labour.

For the Association

John Tubb
John Altomare-DiNunzio
Patricia Munan-Wong
Alvin
Bob Bauer
A. Bellissimo
Harvey
Mallicione
Kari Ruvick
John Za

For the Board

CSO
Adrian Dillmore
Synda Constan
Chen

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