

COLLECTIVE AGREEMENT

between the



**Peterborough Victoria Northumberland and Clarington
Catholic District School Board**
(hereinafter called “the Board”)

and the



**Ontario English Catholic Teachers' Association
Peterborough Victoria Northumberland and Clarington Unit**
(hereinafter called “OECTA”)

EFFECTIVE FROM SEPTEMBER 1, 2014 to AUGUST 31, 2017

The collective agreement shall consist of two parts.

Part “A” consists of provisions respecting Central issues.

Part “B” consists of provisions with respect to Local Issues and certain Central Issues.

Part A - Central Terms

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Part A: CENTRAL TERMS

1. TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT

1.1 Term of Agreement

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

1.2 Amendment of Terms

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

1.3 Notice to Bargain

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

2. SALARY, WAGES, ALLOWANCES

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

2.1.1 September 1, 2014: 0%

2.1.2 September 1, 2015

2.1.2.1 Restoration of grid movement

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

2.1.2.3 Lump Sum Payments

2.1.2.3.1 Permanent Teachers

Other than occasional teachers and term assignment teachers, all bargaining unit teachers employed by an English-language separate district school board on September 8, 2015, shall be paid a lump sum amount equal to 1% of earned wages in effect September 1, 2015. For clarity, a teacher need not be actively at work on September 8, 2015 as a condition of entitlement to the lump sum. The lump sum is payable within 30 days of the ratification of the Memorandum of Local Terms.

In the event that a teacher in the employ of a board resigns, retires or is terminated prior to the end of the 2015 – 2016 school year, there shall be no recovery of any of the lump sum payment.

2.1.2.3.2 Occasional and Term Assignment Teachers

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

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

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

2.1.3 September 1, 2016

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

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

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

3.1 Sick Leave Benefit Plan

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

Employed in a Term Position. A teacher is eligible for a full allocation of sick leave and short-term leave and disability plan days regardless of start date of employment. Sick leave/Short-Term Leave and Disability Plan days will be deducted in increments consistent with existing practices.

3.2 Sick Leave Days

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

3.3 Short-Term Leave and Disability Plan (STLDP)

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

3.4 Teacher Pension Plan Implications

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

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

3.5 Eligibility and Allocation

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

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

3.5.7 LTD remains first payor. A teacher who is receiving benefits under an LTD plan, is not entitled to benefits under a school board's sick leave and short-term leave and disability plan for the same condition. However, where a teacher is receiving partial benefits under an LTD plan, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of injury/incident or illness to the date of approval by the LTD carrier of the claim, the teacher may access sick leave and short-term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the LTD carrier has adjudicated and approved the claim. In the event that the LTD carrier does not approve the claim, the school board shall deal with the absence consistent with the terms of this sick leave and short-term leave and disability plan.

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

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

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

This top up is calculated as follows:

3.6.1 Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.

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

- 3.6.3** When teachers use any part of a short-term sick leave day they may access their top-up bank to top up their salary to 100%. For clarity, one day in a top-up bank may be used to top-up ten days of 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 AND VOLUNTARY EARLY PAYOUT PLAN

5.1 Effective August 31, 2012, employees eligible for a retirement gratuity (as set out in the **Letter of Agreement #2**) shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.

5.2 A Teacher eligible for a Sick Leave Credit retirement gratuity in accordance with **5.1** above, may request a payout of his/her gratuity by no later than May 31, 2016. The payout shall be made by August 31, 2016.

5.3 The payout for teachers under the age of fifty-eight (58) as of June 30, 2016 shall be equivalent to the present discounted value of **5.1** above based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.

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

6. PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT

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

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

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

6.3 Diagnostic Assessment

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

7. BENEFITS

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

8. EARNED LEAVE PLAN

- 8.1** The following program is applicable to all permanent teachers.
- 8.2** OECTA bargaining units must elect between the following provision and the pre-existing attendance-related earned leave program, but shall not receive benefit under both. Such election shall be resolved prior to ratification of local collective agreements at these boards. If an OECTA bargaining unit elects a pre-existing attendance-related earned leave program, the program shall not be bargained or otherwise changed.
- 8.3** This program shall not diminish any right or entitlement under any other unpaid leave provision or practice in effect as of August 31, 2014.
- 8.4** The board will communicate no later than October 15, 2015, the 2014/2015 board average annual rate of permanent teachers' absenteeism by bargaining unit consisting of the use of paid sick leave, short-term disability, and other paid leave days excluding bereavement, jury duty, quarantine, association leave, long-term disability, and WSIB.
- 8.5** For the 2015-16 school year, each permanent teacher with a rate of absenteeism less than or equal to the greater of: the 2014-15 board average (as calculated in **8.4** above) minus one (1) day; or seven (7) days, shall be provided with one partially-

paid day (PPD) off reimbursed at the occasional teacher rate of pay and access to one voluntary unpaid day leave of absence.

- 8.6** For each subsequent year, the process outlined in **8.4** and **8.5** above continues with the appropriate adjustment in the school year dates.
- 8.7** The targets in **8.5** above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.
- 8.8** PPDs and unpaid days earned under **8.5** or **8.6** can be accumulated to a maximum of six (6) days.
- 8.9** Two (2) PPDs under **8.5** or **8.6** can be combined for a paid day (PD) off at full salary.
- 8.10** Part-time teachers, teachers who were hired after the commencement of the school year, and teachers that returned from WSIB and LTD, must have worked for at least ninety-seven (97) days in the school year to be eligible. In this case, the calculation per **8.5** and **8.6** above shall be pro-rated based on the number of days worked compared to the number of school days in the year.
- 8.11** By October 15 of the applicable year, the local unit shall be advised of the average rate of absenteeism by bargaining unit. All permanent teachers shall be advised of their own rate of absenteeism, and whether the teacher is entitled under **8.5** through **8.9**.
- 8.12** Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days' written notice of the requested days.
- 8.13** Access to leave days is available at any time during the school year.
- 8.14** Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
- 8.15** It is understood that teachers taking a leave day(s) shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities shall be completed including but not limited to preparation of report cards.
- 8.16** The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

- 8.16.1** Contributions will be made by the employee/plan member on the unpaid portion of each partially-paid day (PPD) or unpaid day, unless directed otherwise in writing by the employee/plan member;

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

9. RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS

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

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

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

- 10.4** No member of the bargaining unit shall be adversely affected by being displaced or having their assignment changed as a result of the return, in the year in which the principal or vice-principal returns to the bargaining unit.

11. BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)

- 11.1** Should any 2012-2014 collective agreement (including practices thereunder, Letters of Intent or Understanding, Minutes of Settlement, or other memoranda) contain superior board level joint staffing committee provisions to any central or local term, or conditions that are otherwise not addressed in central or local terms, those provisions shall endure and prevail.
- 11.2** The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.
- 11.3** The committee shall be comprised of equal numbers of members to be appointed by the Association and the school board respectively, not to exceed six (6) members in total.
- 11.4** The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.
- 11.5** The committee co-chairs shall draft agenda and discussion items collaboratively.
- 11.6** At a minimum, the JSC shall meet at least once in each quarter as follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.
- 11.7** Discussion items and functions shall include but are not limited to:
- Enrolment
 - Class size
 - Existing staffing model and staff allocation
 - Monitoring compliance with respect to Ministry/collective agreement staffing requirements
 - Making recommendations on and monitoring the implementation of new programs/initiatives
- 11.8** The members of the JSC may request specific information to inform discussion of agenda items and the performance of the committee's functions. Without limiting the foregoing, the information provided to members of the JSC shall include:
- Information necessary to monitor compliance with staffing requirements
 - Financial information that has been publicly approved by the Board
 - The number of teachers employed by the school board and changes to the numbers so employed
 - Class sizes as at September 30th of each school year
 - Continuing Education programs and related staffing
 - NTIP
 - Professional learning and Learning to 18 reforms
 - E-learning

- Persons employed pursuant to letters of permission, temporary letters of approval and use of uncertified teaching personnel
- Information relating to the employment or allocation of daily, long-term or permanent assignments to occasional teachers

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

12. RECALL RIGHTS

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

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

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

13. WSIB TOP-UP

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

14. PREGNANCY LEAVE SEB PLAN

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

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

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

15. STATUTORY LEAVES OF ABSENCE/SEB

15.1 Family Medical Leave or Critically Ill Child Care Leave

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

Supplemental Employment Benefits (SEB)

- 15.1.7** The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The permanent teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be

the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- 15.1.8** Long Term Occasional Teachers with an assignment of at least ninety-seven (97) school days in length shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- 15.1.9** SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 15.1.10** The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

16. PAID LEAVES OF ABSENCE

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

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

17. HIRING PRACTICES

17.1 Hiring Practice

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

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

17.1.1 Seniority

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

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

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

17.1.3 The Hiring of Occasional Teachers in Long Term Assignments:

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

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

- Teacher on the LTO List who holds the required qualifications for the position, as per the *Education Act* and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification), who has the greatest seniority.
- 17.1.3.2.3** A board shall not offer to any person a LTO assignment of greater than thirty (30) school days unless a notice of the position has been posted on the board's website for at least three (3) weekdays. Each posting shall be directed to all members of the Roster.
- 17.1.3.2.4** If the Occasional Teacher declines the assignment, the school board shall select from the remaining four teachers on the LTO List, the qualified Occasional Teacher as per **17.1.3.2.2** above.
- 17.1.3.2.5** In the event that no qualified Occasional Teacher on the LTO List accepts the assignment or there is no qualified Occasional Teacher on the LTO List for the assignment, the Board shall fill the Long Term assignment from the Roster.
- 17.1.3.2.6** Hire a new teacher who is not on the Roster.
- 17.1.3.3** LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:
- 17.1.3.3.1** Without interviewing, the Board shall offer the position to one of the five (5) most senior qualified occasional teachers from the LTO List who are available for the assignment.
- 17.1.3.3.2** In the event that the chosen occasional teacher identified turns down the assignment, then the Board shall offer the position to another of the five (5) in **17.1.3.3.1** above. If necessary, the Board shall offer the position to each of the five (5), in order to fill the position.
- 17.1.3.3.3** The process outlined in **17.1.3.3.1** and **17.1.3.3.2** above remains unchanged should there be less than five (5) qualified occasional teachers from the LTO List who are available for the assignment.
- 17.1.3.3.4** Should the position remain unfilled after the process above, the Board shall repeat the process outlined in **17.1.3.3.1** and **17.1.3.3.2** above, with the next five (5) most senior qualified teachers from the LTO List who are available, until the position is filled.
- 17.1.3.3.5** If no qualified occasional teachers from the LTO List are available or the position remains unfilled after **17.1.3.3.4** above, the Board shall utilize the same procedure outlined above, relying on the Roster to fill the position.
- 17.1.3.3.6** If no qualified occasional teachers from the Roster or LTO List are available or the position remains unfilled after **17.1.3.3.5** above, the Board shall then fill the position externally (outside the bargaining unit) without restriction.
- 17.1.3.3.7** Available occasional teacher shall be defined as an occasional teacher who has not already been assigned to another LTO position during the term of the LTO assignment being filled by this process.
- 17.1.3.3.8** The Board shall provide all information related to such assignments in accordance with Article **18** - Information Disclosure to the Occasional Teacher Local Unit, as applicable.

17.1.4 The Hiring of Occasional Teachers to Permanent Teaching Positions:
Subject to denominational rights enjoyed by a Separate School Board, and subject to the provisions hereafter, and subject to Regulation 298, members of the Occasional Teacher Bargaining Unit who are on the LTO List will be hired into permanent teaching positions in the following manner:

- 17.1.4.1** Occasional Teachers who have completed a minimum of one (1) Long-Term assignment that was a minimum of four (4) months in duration, and received a positive evaluation* shall be eligible to apply for any posted permanent teaching positions. All vacancies shall be posted;
- 17.1.4.2** Recognizing the aim of providing the best possible program and ensuring the safety and well-being of students, the five (5) Occasional Teachers on the LTO List, who have applied and who hold the required qualifications for the position, as per the Education Act and Regulations (as recorded on the Ontario College of Teachers Certificate of Qualification) and are most senior, shall be eligible for a Permanent Teaching position interview.
- 17.1.4.3** The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.
- 17.1.4.4** Following the interview, Occasional Teachers who are not successful and make the request, shall be debriefed and recommendations shall be made to help enhance professional growth that may lead to a successful application in the future.

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

18. INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT

18.1 Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis the following information for all teacher absences that trigger the Long Term Assignment (LTA) threshold:

- 18.1.1** The absent teacher's name, assignment and school;
- 18.1.2** The start date of the assignment and the duration;
- 18.1.3** The name of the occasional teacher or individual filling the absence;
- 18.1.4** The date/time the job was posted;
- 18.1.5** The date/time the job was filled;
- 18.1.6** The name of any certified teacher not on the occasional teacher roster, employed to fill a teacher absence;

18.2 Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis:

- 18.2.1** The name of any teacher on a Temporary Letter of Approval;

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

18.3 The Board shall provide to the Occasional Teacher Bargaining Unit:

- 18.3.1** Commencing September 1, 2015, the current seniority list for all Occasional Teachers to be provided no less than two (2) times per year unless there has been no change.

18.4 Commencing September 1, 2015, for each LTO and permanent position, the Board shall provide the following information to the Occasional Teacher Bargaining Unit President:

- 18.4.1** The job posting at the time the posting is circulated in the system;
- 18.4.2** The job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- 18.4.3** The list of interviewees for LTO positions greater than thirty (30) days and permanent positions, within three (3) weekdays of the closing of the posting;
- 18.4.4** The name of the successful candidate within three (3) weekdays of the successful applicant being selected;
- 18.4.5** In boards where the above information in **18.1** through **18.4** is provided more expeditiously, the boards shall continue to do so.

19. ACCESS TO INFORMATION

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

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

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

20. CENTRAL DISPUTE RESOLUTION PROCESS

20.1 The purpose of this article is to outline the parties' intent to facilitate the timely and effective resolution of matters arising from a difference in the interpretation, application or administration of a central term of the collective agreement. OCSTA and/or the Association may seek a decision through final and binding arbitration to resolve any difference arising from the interpretation, application or administration of any central term of the collective agreement, using the following process:

- 20.1.1** OCSTA and the Association shall agree on a list of three (3) arbitrators who agree to participate and who are able to provide the parties with a list of available dates that can be booked in advance for the purposes of this process. Should one or more arbitrator(s) become unavailable the parties shall agree to a replacement(s) in order to maintain a complement of three (3) arbitrators. The initial selection and the replacement of arbitrators shall occur within twenty (20) days of any vacancy on the list.

- 20.1.2** The parties shall agree on four (4) days per arbitrator for each of the three school years September 1, 2014 to August 31, 2017 and for the 2017- 2018 school year.
- 20.1.3** The list of arbitrators shall be arranged alphabetically and arbitrators shall be appointed to a dispute, in alphabetical order, commencing with the first name on the list. If the arbitrator approached is unavailable, the next arbitrator in sequence on the list shall be approached until there is an arbitrator available. Disputes shall be assigned to arbitrators in the chronological order in which notifications are issued. In the event that such notifications are issued on the same date, the disputes shall be assigned in accordance with a random method of selection agreed to by the parties.
- 20.1.4** Within 30 working days of becoming aware of a matter giving rise to a dispute, a party shall provide notice of the dispute and refer it to the following informal process:
- 20.1.4.1** A Dispute Resolution Committee (DRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown to provide or withhold approval in accordance with the Act.
- 20.1.4.2** Upon receiving notice of a dispute the DRC shall be provided with the particulars including, at a minimum, details regarding i) any alleged violation of a central provision of the collective agreement, ii) any alleged violation of an applicable statute, regulation, policy, guideline or directive, iii) a brief statement of facts and iv) the remedy requested.
- 20.1.4.3** The DRC shall meet within five (5) working days of receiving a notice of a dispute with particulars. Meetings may be held in person, by teleconference or in any other manner agreeable to the representatives of the DRC.
- 20.1.4.4** The DRC will review and discuss all notices of disputes received. Any positions taken during the course of the informal process are without prejudice. The parties may mutually agree to the resolution of a dispute at any point in the process prior to the decision of an arbitrator. The resolution shall be binding as if it were a decision of an arbitrator unless otherwise mutually agreed upon. The Crown shall have the right to give or withhold approval to any resolution between the central parties.
- 20.1.4.5** Within five (5) working days of the resolution being reached, it shall be circulated to all the Association local units and English Language Catholic district school boards, unless the parties agree otherwise.
- 20.1.5** Following ten (10) working days of providing notice as per **20.1.4** above, either central party may refer the dispute to arbitration. The party seeking a decision through final and binding arbitration shall notify the other party and the Crown in right of Ontario, ("the Crown") in writing of its intent to do so. The parties shall be responsible for notifying their respective constituents.
- 20.1.6** Within ten (10) working days of receipt of the notification in paragraph **20.1.5**, the Association and OCSTA shall exchange, in writing, a statement of fact outlining the particulars of the grievance including a description of the issue and their respective positions with respect to the interpretation, application or administration of the central term or condition in question, and the facts to be relied on. Within five (5) working days of the receipt of written notification pursuant to paragraph **20.1.5**, the Crown shall advise the parties in writing of its

intent to intervene in the arbitration process. If the Crown advises that it intends to do so, it shall include its written description of its position with respect to the interpretation, application or administration of the central term or condition in question.

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

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

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

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

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

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

20.1.13 Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

20.1.14 All timelines set out in this article may be abridged or extended by mutual consent of the central parties.

20.1.15 For the purposes of the Central Dispute Resolution process only, a working day shall mean Monday to Friday, 52 weeks of the year, exclusive of statutory holidays.

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Changes to FTE Status Pilot Project

Changes in Full-Time Equivalent Status (FTE)

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

1. Increases in FTE Status

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

2. Decreases in FTE Status

Full-Time to Part-Time

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

with the needs of the Board and school, as well as the program and/or schedule of the school.

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

LETTER OF AGREEMENT #2

Re: RETIREMENT GRATUITIES

Retirement Gratuity

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

Non-Vested Retirement Gratuity for Teachers

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

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

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

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

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

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Health and Safety

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

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

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

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

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

5. Without limiting either party's rights pursuant to the Central Dispute Resolution Process, it is understood that either party may refer any issue arising from the substantive matters in paragraph 3, items a, b, c and d above to the Central Dispute Resolution Process for determination.

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

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

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

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

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

- and -

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

- and -

The Crown

RE: Benefits

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

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

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

1. PRINCIPLES

- 1.1** The Trust will be governed by trustees appointed by the OECTA ("the employee trustees") and trustees appointed by OCSTA and the Crown acting together ("the employer trustees");
- 1.2** The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

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

2. **GOVERNANCE**

2.1 **Board of Trustees**

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

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

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

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

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

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

3. **ELIGIBILITY AND COVERAGE**

3.1 The Trust will maintain eligibility for OECTA represented employees who are covered by the Local Collective Agreement ("OECTA represented employees") as of August 31, 2014 except for individuals covered under section 4.1.4 i. below, and, to the extent they are eligible for benefits from subsisting benefit

plans, former and retired OECTA represented employees. The Trust will also be permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop a plan based on the level of funding that the group brings to the Trust.

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

4. **FUNDING**

4.1 **Negotiated Funding Amount, Board Contributions**

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.3 to the Trustees of the OECTA ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 By December 31, 2015, the Board will calculate the annual amount of a.i) divided by a.ii) which will form the base funding amount for the Trust;
 - a.
 - i) "Total Cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and

all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

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

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

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

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

- 4.1.3** On the participation Date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.

- b. An amount of \$300 per FTE, in addition to a) will be provided.

- 4.1.4** Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily occasional teachers where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The Transition Committee (7) will work with the affected Boards to find a similar plan for occasional teachers in those Boards that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. Where Boards provide payment in-lieu of benefits for teachers in long-term occasional assignments, the payment-in-lieu shall cease on the Board's Participation Date.

4.1.5 All amounts determined in sections 4.1.2 a and 4.1.4 shall be subject to a due diligence review by the OECTA. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OECTA. If any amount cannot be agreed between the OECTA and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be referred to the Central Dispute Resolution process.

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

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

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

4.1.7 Sixty days prior to the Participation Date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

- 4.1.8** The Board shall deduct premiums as and when required by the Trustees of the OECTA ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OECTA ELHT with supporting documentation as required by the Trustees.
- 4.1.9** Any other cost sharing or funding arrangements are status-quo to the local collective agreement, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.10** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.3.0 and 3.4.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- 4.2** **Start-Up Costs**
- 4.2.1** The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 a.i), (15% of Total Cost in 4.1.2 a. to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees on or before September 1, 2016.
 - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 a.i), (4.15% of Total Cost in 4.1.2 a.i), to cover start-up costs and/or reserves. This amount shall be paid to the Trustees in accordance with 4.2.3.
- 4.2.2** The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3** The Crown shall pay to the OECTA \$2.5 million of the startup costs referred to in s. 4.2.1 b. on the date of ratification of the central agreement, and shall pay to OECTA a further \$2.5 million subject to the maximum of the amount referred to in s. 4.2.1 b. by June 1, 2016. The balance of the payments, if required under s. 4.2.1 b. shall be paid by the Crown to OECTA on or before September 1, 2016.
- 4.2.4** In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.

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

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- e. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

4.2.5

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

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

4.3 **Interim Benefits Coverage**

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

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

5. **SHARED SERVICES**

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

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

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

5.2 **Trustees**

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

- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
- b. The annual reports of the auditors and actuaries.
- c. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
- d. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.

- e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
- f. Validation of the sustainability of the respective Plan Design;
- g. Establishing member contribution or premium requirements, and member deductibles;
- h. Identifying efficiencies that can be achieved;
- i. The design and amendment of the Funding Policy;
- j. The Investment Policy and changes to the Investment Policy;
- k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

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

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

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

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

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

The Funding Policy shall require that the Trustees and the Additional Trustees to take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

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

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

6. ACCOUNTABILITY

6.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding

the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

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

7. **TRANSITION COMMITTEE**

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

8. **ENROLMENT**

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

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

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

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

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

9. **Errors and Omissions**

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

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

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

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

10. **Claims Support**

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

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

11. **Privacy**

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

12. **PAYMENTS**

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

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

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

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

Appendix B

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

Medical Certificate

Part 1 – Employee - please complete following:

(Employee Name)

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

I hereby consent to the completion of this form by:

(Treating Medical Practitioner's Name)

<input type="checkbox"/>	Absent from Work _____ (first date of absence)
<input type="checkbox"/>	Not absent from work but requires accommodations

(Signature of Employee)

(Date)

Part 2 – Medical Practitioner – please complete the following

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

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

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

Non-occupational illness/injury

Occupational illness/injury

3. Is he/she receiving treatment: Yes No

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

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

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

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

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

unable to return to work at this time

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

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

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

Part 3 – Medical Practitioner – please complete the following:

COGNITIVE LIMITATIONS AND/OR RESTRICTIONS <input type="checkbox"/> N/A				
Please describe cognitive limitations and/or restrictions. Physical limitations and/or restrictions, if any, can be detailed in Part 4. These cognitive restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.				
Date of Assessment: _____ (dd/mm/yyyy)				
Level of Functioning (Please circle which level applies for each task)	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Supervision Required	needs constant supervision	needs frequent supervision	needs limited supervision	requires no supervision
Supervision of Others	not able to supervise others	can meet demands of or for occasional supervision	can meet demands of or for regular supervision	can meet demands of full supervision
Tolerance to Deadlines	cannot deal with deadline pressures	occasionally deal with deadlines	can deal with deadlines that are reoccurring	can deal with strict deadlines
Attention to Detail (indicate maximum time the individual can concentrate)	concentration on detail is severely limited	concentrate on detail is limited	can concentrate on details, needs occasional breaks of non detailed work	able to concentrate intensely on detailed work
Performance of Multiple Tasks	can deal with one task at a time	can handle more than 1 task but requires cues as to when to do task	can handle multiple tasks requires some time management assistance	fully able to handle multiple tasks without difficulty
Tolerance to External Stimulus	needs quiet, non distracting work environment	can cope with small degree of distraction	can cope with distracting stimuli for portion of day	fully able to cope with multiple stimuli without negative effect
Ability to Work with Others Cooperatively	tolerates working alone	can tolerate others within vicinity, but needs to perform independent tasks	can work with others cooperatively when required	fully able to work in close cooperation with others
Confrontational Situations	unable to cope with confrontational situations	can cope with exposure to confrontational situations with back-up available	moderate ability to cope with confrontational situations	able to deal with confrontational situations with tact and control
Responsibility and Accountability	errors in judgment or attention likely to occur	can exercise a moderate level of responsibility with occasional need for support	can accept responsibility including the responsibility for the safety of others	can accept a high level of responsibility including sensitive situations
Prognosis (based on objective assessments) From the date of this assessment, the above will apply for approximately:				
<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:				Start Date:
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				_____
				(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: _____ (dd/mm/yyyy)				
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify)	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify)	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify)	Lifting from floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify)	
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify)	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 - 10 steps <input type="checkbox"/> Other (please specify)			
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify): _____	<input type="checkbox"/> Work at or above shoulder activity: _____	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/>		<input type="checkbox"/> Limited use of hand(s): Left <input type="checkbox"/> Gripping <input type="checkbox"/> Right <input type="checkbox"/> <input type="checkbox"/> Pinching <input type="checkbox"/> <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: _____ (dd/mm/yyyy)	
Next appointment date to review Limitations and/or Restrictions: _____ (dd/mm/yyyy)				

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

PART B – LOCAL TERMS

PREAMBLE/INTRODUCTION

The Peterborough Victoria Northumberland and Clarington Catholic District School Board and the OECTA-PVNC Unit Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

WHEREAS it is the common goal of the Board and the teachers to provide the best possible Catholic education for the children of this community;

AND WHEREAS, to achieve that common goal, it is essential that the Board and teachers maintain a harmonious relationship;

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

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PART B: LOCAL TERMS

ARTICLE 1 - RECOGNITION:

- 1.01 The Peterborough Victoria Northumberland and Clarington Catholic District School Board (the "Board") recognizes the Ontario English Catholic Teachers' Association (OECTA) as the sole bargaining agent for all teachers covered by this collective agreement in the employ of the Board.
- 1.02 Professional Teacher Qualifications:
- a) All persons employed as teachers shall possess professional teacher qualifications recognized by the Ministry of Education, the Qualifications Evaluation Council of Ontario, and the Ontario College of Teachers.
 - b) The term "teacher" means a teacher as defined in Part X.1 of the Education Act, excluding Occasional Teachers, who is assigned to full or part-time duties in the Board's schools and offices, and who is a member of the bargaining unit and is understood to include Curriculum Chairs, Coordinators, Consultants and Centrally Assigned Teachers.
- 1.03 It is to be understood that allowance for responsibilities above classroom teacher duties, whatever the designation of such position, shall be negotiated by the parties to the Agreement.
- 1.04 By virtue of this Collective Agreement, there will be no automatic regression of any salary.
- 1.05 Although the Board has the sole right to create or designate a new position of responsibility not covered by this agreement, to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that the Branch Affiliate shall be notified and consulted with respect to the salary and additional allowance, if applicable, for such position prior to the new position being posted.
- 1.06 The Branch Affiliate recognizes that the Board has the right, duty and responsibility to provide, operate and manage its schools in accordance with the applicable legislation, the Constitution Act, 1867, and the Constitution Act, 1982, and the provisions of the Collective Agreement.
- No teacher shall be demoted, disciplined or dismissed without just cause.
- 1.07 Municipality means any one of the following:
- 1) Peterborough City and County
 - 2) City of Kawartha Lakes
 - 3) Northumberland County
 - 4) Municipality of Clarington
- 1.08 School Year:
- It is not the intent of the Board to extend the school year during the term of this Agreement unless required to do so by Ministry directive, statute or regulation.

ARTICLE 2 - DURATION:

- 2.01 This Agreement will be for a term commencing on September 1, 2014, and ending on August 31, 2017, and shall continue from year to year thereafter unless either party gives notice in writing to the other not more than one hundred and fifty (150) days prior to the expiry date hereof that party's intention to terminate this Agreement or to negotiate revisions thereto. The parties will meet within fifteen (15) days from the date of notice, unless mutually agreed-upon otherwise.
- 2.02 This Agreement may be re-opened by mutual consent of the Board and the Bargaining Unit on those items mutually agreed to.

ARTICLE 3 - DEFINITION OF LEVELS:

The placement of Teachers on the basic salary scale shall be determined in accordance with the Teacher's Qualification Evaluation Programme 5, (hereinafter referred to as "QECO").

ARTICLE 4 - INTERPRETATIONS:

The Board shall recognize all teaching certificates held by teachers as defined in the Education Act, the Ontario College of Teachers Act and related regulations.

ARTICLE 5 - EXPERIENCE AND QUALIFICATIONS:

- 5.01 Teachers employed by this Board shall be credited to the maximum in each level, with qualified teaching experience, provided the teacher can produce verification (an official signed statement of experience) from other School Boards or Authorities to Human Resource Services.
- 5.02 At the time of hiring, the Board shall notify the teacher of the related experience recognition available. The teacher shall submit documentation of the related experience within sixty (60) days of the commencement of employment. The number of years of acceptable related experience, to a maximum of 8, must be agreed upon in writing.
- 5.03 No Teacher shall accumulate more than one year of experience in any school year.
- 5.04 Each year of experience, for salary purposes must, when not a complete teaching year, be composed of fractions which total 10 months or 194 days. In cases of less than a full year, a remainder of at least 9 months or 174 days will be considered as 1 year and qualify the teacher to receive the increment for experience provided in the schedule.
- 5.05 Qualified teaching experience is defined as:
- full or part time experience gained as a certified teacher, or experience gained while holding a Letter of Permission

- all full or part time experience gained outside of Canada
 - all occasional assignments
 - Continuing Education experience gained after September 1, 2012, for the delivery of secondary credit courses
- 5.06 Experience shall be credited on September 1 and January 1 of each school year. September 30 and January 30 would be recognized as periods of grace for teachers to submit proof of experience obtained to June 30 and December 31 respectively in any year. Exceptions to this regulation will only be considered upon written application to the Superintendent of Human Resource Services (or designate).
- 5.07 Advancement in category due to successful completion of additional courses shall be recognized September 1 each year for courses completed by August 31 of the same calendar year. The period of grace for teachers to submit proof of such advancement shall be November 30. Exceptions to this time line will only be considered upon written application to Human Resource Services. Extensions beyond the November 30 deadline will be granted due to delays in the evaluation of requests by QECO provided acceptable proof is submitted to Human Resource Services on or before November 30. Where such acceptable proof is submitted as required, the Teacher shall be eligible for retroactive adjustments. There is no provision for deadline extension beyond March 31 of the school year in which an adjustment is being requested.
- It shall be the responsibility of the teacher to submit evidence of additional qualifications and when applicable, a new QECO rating to Human Resource Services. Human Resource Services will advise the teacher when the QECO rating results in a salary adjustment.
- 5.08 Where an error, omission or misunderstanding on the part of either the Board or the teacher has resulted in underpayment or overpayment, appropriate correction shall be made retroactive as soon as possible. Retroactivity shall apply to the current school year only. Any exceptions must be approved by the Superintendent of Human Resource Services (or designate).

ARTICLE 6 - APPLICATION:

- 6.01 The Board shall distribute an electronic copy of this Agreement to each teacher in the employ of the Board within thirty (30) days of ratification.
- 6.02 Any new teacher to be hired by the Board shall be provided with a paper copy of the current Agreement.
- 6.03 If salaries are not in accordance with the scale of salaries, as set out in Article 7.01 of this Agreement, these shall be frozen until such time as these are in accordance with salary placement. Category placement and years of experience presently recognized shall continue to be recognized.
- 6.04 If a position of responsibility commanding an allowance is removed from a teacher, the allowance shall be removed.

ARTICLE 7 - SALARY SCHEDULE:

7.01 Basic Salary Scale

During the life of this Collective Agreement the Basic Salary Scale shall at all times comply with the following provisions:

For Levels A1 to A4, equal increments shall be maintained in each level by subtracting the minimum of the level from the maximum of the level and dividing by the number of years of experience (i.e. 11) in that particular level.

Basic Salary Schedule – Effective September 1, 2014 to August 31, 2016

Year of Experience	Level A1	Level A2	Level A3	Level A4
0	\$44,050	\$45,744	\$49,463	\$51,152
1	\$46,910	\$48,817	\$53,032	\$55,104
2	\$49,769	\$51,890	\$56,596	\$59,055
3	\$52,629	\$54,964	\$60,162	\$63,005
4	\$55,488	\$58,036	\$63,728	\$66,957
5	\$58,347	\$61,112	\$67,295	\$70,907
6	\$61,208	\$64,184	\$70,860	\$74,858
7	\$64,069	\$67,260	\$74,427	\$78,810
8	\$66,927	\$70,333	\$77,992	\$82,759
9	\$69,787	\$73,406	\$81,558	\$86,712
10	\$72,646	\$76,481	\$85,123	\$90,663
11	\$75,506	\$79,553	\$88,690	\$94,613

Effective September 1, 2016 According to Part A – Central Terms:

	Level A1	Level A2	Level A3	Level A4
0	\$44,491	\$46,201	\$49,958	\$51,664
1	\$47,379	\$49,305	\$53,562	\$55,655
2	\$50,267	\$52,409	\$57,162	\$59,646
3	\$53,155	\$55,514	\$60,764	\$63,635
4	\$56,043	\$58,616	\$64,365	\$67,627
5	\$58,930	\$61,723	\$67,968	\$71,616
6	\$61,820	\$64,826	\$71,569	\$75,607
7	\$64,710	\$67,933	\$75,171	\$79,598
8	\$67,596	\$71,036	\$78,772	\$83,587
9	\$70,485	\$74,140	\$82,374	\$87,579
10	\$73,372	\$77,246	\$85,974	\$91,570
11	\$76,261	\$80,349	\$89,577	\$95,559

Effective 98th Day of 2016-2017 School Year According to Part A - Central Terms:

	Level A1	Level A2	Level A3	Level A4
0	\$44,713	\$46,432	\$50,207	\$51,922
1	\$47,616	\$49,552	\$53,830	\$55,933
2	\$50,518	\$52,671	\$57,448	\$59,944
3	\$53,421	\$55,791	\$61,067	\$63,953
4	\$56,323	\$58,909	\$64,687	\$67,965
5	\$59,225	\$62,032	\$68,308	\$71,974
6	\$62,129	\$65,150	\$71,926	\$75,985
7	\$65,033	\$68,272	\$75,547	\$79,996
8	\$67,934	\$71,392	\$79,166	\$84,005
9	\$70,837	\$74,511	\$82,785	\$88,017
10	\$73,739	\$77,632	\$86,404	\$92,027
11	\$76,642	\$80,750	\$90,025	\$96,037

7.02 Allowances Over and Above Basic Salary Scale for Responsibility:

All allowances are in addition to the teacher's placement on the Basic Salary Scale according to his/her QECO category and experience.

Advertisement for positions of responsibility will include the term of the appointment, plus a description of the necessary qualifications and experience for each position.

a) Consultant

All appointment of consultants shall be on a term basis for not less than one (1) year and for up to three (3) years with Board option to extend on a yearly basis. Any consultant positions created over and above existing positions as of September 1, 2015, shall be reviewed by the Board-Level Joint Staffing Committee.

The annual salary allowance for a Consultant shall be:

	Year 1	Year 2	Year 3
September 1, 2014	\$4,538	\$5,439	\$6,339
September 1, 2016	\$4,583	\$5,493	\$6,402
Effective 98 th day of 2016-2017	\$4,606	\$5,521	\$6,434

b) Teacher-in-Charge

1) The parties recognize that from time to time Principals and Vice-Principals may be absent temporarily from their duties. To accommodate these situations, a teacher shall be designated a "Teacher-in-Charge" at a school. A teacher designated as Teacher-in-Charge shall act in this capacity only when the Principal/Vice-Principal is absent. The Teacher-in-Charge shall not participate in evaluating or disciplining of teachers in the school.

- 2) A Teacher-in-Charge will remain a member of the bargaining unit for the duration of the duties assigned and will retain all rights and privileges accorded under the terms of the Collective Agreement.

The parties agree to the following with respect to Part XIII, Behaviour, Discipline and Safety, Section 300.1 of the Education Act:

In accordance with the Education Act and Policy and Program Memorandum 145, a principal of a school may delegate limited authority to a teacher assigned to the school to carry out only the required actions under the Act, in accordance with Board Policy and with the conditions outlined herein.

- 3) All provisions of the collective agreement continue in force upon the delegation of authority. A teacher who is delegated authority by the principal will be considered to be a teacher-in-charge as per Article 7.02 (b).
- 4) By June 30 of each year: school principals shall invite all teachers to express interest in the role of teacher-in-charge for the following school year as outlined in Article 7.02 (b). Teachers to be designated shall be determined by the principal.
- 5) Teachers who may be delegated authority by the principal shall receive centrally developed/standardized, related in-service during the instructional day, which will include but not be limited to the following:
- a review of the Board policy and procedure with respect to Delegation of Authority, including the restrictions, limitations and conditions of the authority delegated by the principal;
 - a review of Board policies relevant to the safety of students and staff.

A copy of the in-service materials shall be provided to the Association by October 15th each year.

If a teacher selected as teacher-in-charge has received the in-service referred to above within the previous three (3) years, that in-service requirement may be waived.

- 6) A principal shall not delegate authority to a teacher without his/her written consent. The principal's request and the teacher's consent may be issued via an email exchange, with the Delegation of Authority Form signed as soon as possible following the delegation.
- 7) (a) By September 30th of each year, the principal shall complete the Delegation of Authority Form with the delegated teacher(s). Copies of the form shall be provided to the delegated teacher(s).
- (b) The school principal or delegate shall communicate to the school staff when and to whom administrative responsibilities have been delegated.
- (c) A copy of all Delegation of Authority Forms shall be provided to the Unit President by October 15th. By July 15th of each year, the Board shall provide a summary of all teachers who have received Delegation of Authority payment throughout the year.

- 8) It is understood that the Board's liability policy would respond to cover any teacher while he or she is acting within the scope of his or her duties, in good faith, on behalf of the Board. Furthermore, no teacher shall be disciplined for any matters arising from the performance of teacher-in-charge duties so long as the teacher followed Board policy and performed the duties according to the Standards of Practice and the Ethical Standards for the Ontario College of Teachers.
- 9) A teacher who is delegated authority by the principal shall not evaluate, or be expected to report on, another member of the bargaining unit except where required by law.
- 10) The applicable daily allowance for a teacher acting in the capacity of Teacher-in-Charge shall be:

September 1, 2014	\$39.39
September 1, 2016	\$39.78
Effective 98th day of 2016-2107	\$39.98

c) Curriculum Chairs

All Heads of Organizational Units/Curriculum Chairs shall have qualifications in accordance with Regulation 298.

- 1) Each Secondary School with an enrolment of 800 FTE students will have a base of ten Curriculum Chairs assigned to each umbrella department, as follows:
 - Religious Education and Family Life
 - English, French and International Languages
 - Sciences
 - Mathematics
 - Canadian & World Studies and Social Studies
 - Arts
 - Guidance and Cooperative Education
 - Special Education, ESL and Library
 - Physical Education and Healthy Living
 - Business, Computers and Technological Studies
- 2) An additional Curriculum Chair will be assigned to split the umbrella departments based on an increase in the enrolment of each 100 FTE students over 1000 FTE students per school. Chairs will be assigned in priority order from largest to smallest, based on factors such as number of sections, number of student contacts, program needs and initiatives.
- 3) Curriculum Chair appointments shall consist of a five (5) year term in accordance with the Letter of Understanding – Curriculum Chairs – Term Appointments. A Curriculum Chair is eligible to re-apply for curriculum chair assignments at the end of his/her five year term.

- 4) Curriculum Chairs will be appointed in numbers which reflect the school enrolment as projected by the Superintendent of Human Resource Services by April 30 for each successive school year, said enrolment to be confirmed by October 31.
- 5) The Curriculum Chair will be assigned 6.0 credit/credit equivalent courses during the school year (as per secondary workload Article 33). The Board shall endeavour to ensure at least 50% of a Curriculum Chair's timetable is comprised of credit/credit equivalent courses in the related umbrella department. Exceptions will be reviewed by the Joint Labour/Management Committee.
- 6) The allotment of Curriculum Chairs will be reviewed and adjusted when new schools are opened with an enrolment of less than 800 FTE students. Each new secondary school will have a minimum of five Curriculum Chairs.
- 7) In the event that a Curriculum Chair is absent for fifteen (15) consecutive instructional days, on the sixteenth day, an "Interim Curriculum Chair" shall be appointed from the same department, and shall continue in that role for the duration of the absence. The term "Interim Curriculum Chair" shall refer solely to such a temporary appointment.
- 8) In the event that a posted Curriculum Chair position remains unfilled following the selection process (i.e. qualifications and interview), the Curriculum Chair position shall be reposted.
- 9) In the event that no applicant met the criteria of the selection process, following the second posting and selection process, the Board may appoint an applicant to the position as an "Acting Curriculum Chair" for a maximum duration of one (1) school year.
- 10) Any such "Acting Curriculum Chair" positions shall be posted as a Curriculum Chair position, to take effect September 1st of the following school year.

11) Temporary Responsibility

Any employee assigned by the Director of Education to assume temporary responsibility shall receive a percentage of the applicable allowance for each day in the position. The percentage will be calculated as follows:

number of days in the position times the allowance / 194 days

12) The annual salary allowance for a Curriculum Chair shall be:

September 1, 2014	\$3,923
September 1, 2016	\$3,962
Effective 98 th day of 2016-2017	\$3,982

d) Coordinator

The annual salary allowance for a Coordinator for the period September 1, 2011, to August 31, 2012, shall be \$11,233.00.

New appointments shall be on a term basis for not less than one (1) and for up to three (3) years, with Board option to extend on a yearly basis.

e) Centrally Assigned Teachers

- 1) Centrally assigned teachers shall be appointed to a term of one (1) year with Board option to extend on a yearly basis.
- 2) A teacher appointed to a centrally assigned position shall have her/his previous position filled by a permanent teacher in accordance with Article 21-Job Postings.
- 3) The Board reserves the right to select candidates for centrally assigned teaching positions through an interview and appointment process.
- 4) Job Posting Information - responsibilities, expectations, qualifications - shall be shared with the Association through the standing Joint Labour/Management Committee. Any centrally assigned position created over and above existing positions as of September 1, 2015 shall be reviewed by the Board-Level Joint Staffing Committee.
- 5) The Annual salary allowance for a Centrally Assigned teacher shall be:

September 1, 2014	\$563.00
September 1, 2016	\$569.00
Effective 98 th day of 2016-2017	\$572.00

7.03 Special Clauses Relative to Salary

- a) Direct Deposit and Notifications: Pays shall be deposited in the financial institution of the teacher's choice. Pay statements and T4 slips will be provided electronically for all teachers. The teacher's record of sick leave usage shall appear on his/her pay statement.
- b) Salaries: Salaries shall be paid in 24 payments during the period September 1 to August 31.

In the event that pay for a teacher absence is deducted from a teacher's salary, the deduction shall be calculated in the following manner:

number of days absent times (x) (the teacher's annual salary/194 days)

- c) Association Fees: Association Fees shall be deducted in 20 equal instalments and the Board shall remit the amount to OECTA Provincial Secretary-Treasurer on a monthly basis. For the purpose of this Article, "regular union dues" shall have the same meaning as under Section 47(2) of the Ontario Labour Relations Act. OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

The payment shall be accompanied by a dues submission list showing the names and dues deducted.

- d) Extra Degree Allowance: An allowance shall be paid for a post-graduate degree (except a Bachelor of Education degree) when not used in full or in part to achieve QECO rating A4 (maximum) for salary category placement.

Annual Allowance: September 1, 2015 \$563.00

7.04 Acting Administrator

- a) An Acting Administrator shall be assigned to replace a Principal and/or Vice- Principal who is temporarily absent for a period not to exceed six (6) months of a school year in which the assignment was made. Any extension of this period shall only be with the approval of the Association.
- b) A teacher assigned to the position of Acting Administrator will not forfeit any rights under the provisions of this Collective Agreement during said assignment.
- c) No teacher shall be assigned to the position of Acting Administrator without his/her consent.
- d) Any teacher assigned to the position of Acting Administrator shall not take part in the Teacher Performance Appraisal Process of another member of this Bargaining Unit.
- e) When the Board assigns a teacher to the position of Acting Administrator, the position that the teacher held shall be filled by an Occasional Teacher from the Occasional Teacher List.
- f) The assigned teacher shall be paid at the base salary level of the applicable Acting Administrator position during the term of the assignment.
- g) At the conclusion of an Acting Administrator assignment, the assigned teacher shall return to the position that he/she occupied prior to the assignment to the position of Acting Administrator, subject to the provisions of this Collective Agreement.

ARTICLE 8 - BENEFITS:

8.01 Extended Health Care

The Board shall pay 90 per cent of the Extended Health Care plan premiums. The overall coverage is unlimited.

Semi-private and private hospital rooms (no deductible), prescriptions (\$2.00 per prescription deductible), other services (\$10.00 and \$20.00 deductible).

Effective September 1, 2010 - Hearing Aids - \$1000 every 60 consecutive months per Covered Person.

8.02 Group Life Insurance

The Board shall pay 100 per cent of the premium for 3 times salary in the case of death. Accidental death and dismemberment insurance shall be paid in accordance with the plan.

8.03 Long Term Disability Insurance

The Board shall administer Long Term Disability Insurance coverage for any teacher with a minimum half-time assignment. Participation in the Plan shall be mandatory for all new teachers hired after November 10, 2000. For all teachers in the employ of the Board prior to ratification of this agreement, participation in this plan remains optional. The full premium costs shall be paid by the Teachers. The waiting period shall be 90 days or at the expiration of accumulated sick leave, whichever is greater.

Written requests, by re-employed retirees and teachers in their last year of teaching, to opt out of the plan will be accepted.

The OECTA PVNC UNIT agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long Term Disability Plan, including but not limited to any denial of claim by the insurer.

All disputes with respect to application, administration, interpretation or violation of the LTD plan are to be dealt with under the provisions of the LTD plan and cannot be the subject matter of a grievance. Those temporarily absent on a leave of absence can be required to remit their own premiums. The responsibility of the Board is defined to be limited to that of deducting or remitting insurance premiums for persons covered under the plan.

As per past practice, the Board shall continue existing benefit coverage to any members on Long Term Disability.

8.04 Dental Plan

The Board shall pay 90 percent of the premium of Blue Cross Dental Plan Number 9, or its equivalent, at the current - 1 year Ontario Dental Association rates.

The Board shall pay 90 per cent of the premiums for:

Rider No. 2 at 50 per cent co-insurance -denture relines, rebases and initial installation of full and partial plates, and

Rider No. 3 at 60 per cent co-insurance -Orthodontia, with a life-time maximum of \$3,000.00, and Rider No. 4 at 50 per cent co-insurance -Major Restorative, including caps, crowns and gold metal inlays, with a per calendar year maximum of \$2000.00 per Covered Person.

Recall examinations shall be once every nine (9) months for adults and five (5) months for children. Oral hygiene instruction shall be available only to children.

8.05 Vision Care

The Board shall pay 90 per cent of the premium for Vision Care as follows:

\$300 every 24 consecutive months per Covered Person age 18 or older

\$250 every 12 consecutive months per Covered Person younger than 18

Eye Examination - up to a maximum of \$125 per one exam every 24 months per Covered Person age 18 or older

Laser Eye Surgery - up to a lifetime maximum of \$2000 per Covered Person

8.06 Practitioner Services

Charges for the services of the following Duly Licensed practitioners will be eligible. Unless specifically stated in the benefit booklet (as posted on the Board's intranet site), no benefits will be payable for tests, completion of reports or consultations with any person other than a Covered Person. A Physician's written authorization is only required for practitioner services where specified below.

Physiotherapist or Certified Athletic Therapist (The services of a physiotherapist who has an agreement with the provincial health insurance plan will not be covered)

Clinical Psychologist or Marriage and Family Therapist, up to a maximum of \$500 per Covered Person in a calendar year

Massage Therapist, up to a maximum of \$500 per Covered Person in a calendar year

Speech Pathologist, up to a maximum of \$350 per Covered Person in a calendar year

Chiropractor*, Osteopath, Podiatrist*, Chiropodist or Naturopath, up to a maximum of \$500 per Covered Person per practitioner in a calendar year.

This limit will include coverage for one x-ray taken by each practitioner each calendar year for each Covered Person.

**Payment for the services of these practitioners will only be made after any annual allowance under the provincial health insurance plan has been exhausted.*

8.07 All benefits, with the exception of LTD, shall be available to age seventy (70) for teachers in the employ of the Board.

8.08 Part-time Teachers

A part-time teacher shall have the premiums for benefits paid at a percentage equal to the time worked by the teacher.

(This clause will NOT apply to any part-time teacher in the employ of the Board or hired by the Board PRIOR to August 31, 1991).

8.09 Benefit Tendering

In the event that any or all benefits are re-tendered, the same quality of present coverage shall be maintained or improved. Decisions made in this regard shall be made by the Board after discussion with the President of the Unit, the Presidents of the Branch Affiliates and the Chairperson of the Local Collective Bargaining Committee (L.C.B.C).

8.10 Benefit on Retirement

Upon retirement, a teacher may elect to continue to participate in the Group Health Benefit Plan to age 65. Participation shall be subject to the teacher's premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution. The cost of the health premiums shall be borne by the teacher and administered by the Board.

ARTICLE 9 - QUARANTINE:

Every teacher is entitled to his or her salary despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon his or her duties. Such absences shall not be deducted from Sick Leave/Short-Term Leave and Disability Plan.

ARTICLE 10 - JUROR OR WITNESS:

A teacher is entitled to his or her salary despite absence from duty by reason of a summons to serve as a juror, as a summons as a witness in any proceeding to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses, that the teacher receives as a juror or as a witness. The teacher will present proof of service and the amount of payment received.

ARTICLE 11 - LEAVE OF ABSENCE:

Leaves of absence shall be according to Part A – Central Terms, Articles 9 and 10 and the following provisions:

- 11.01 The Board shall reserve the right to grant or reject a teacher's request for an unpaid Leave of Absence. Applications shall be considered by the Board to a maximum of two (2) years.
- 11.02 Unpaid Leaves of Absence shall be granted in one of the following formats:
 - (i) Full school year
 - (ii) For secondary teachers, by semester
 - (iii) For elementary teachers, by term
- 11.03 Benefit plans, as set out herein, may be continued during the Leave of Absence through prepayment by the teacher of 100 per cent of the premium. The prepayment shall be made through automatic withdrawal.

ARTICLE 12 - PREGNANCY/PARENTAL/PATERNITY/ADOPTIVE LEAVE:

- 12.01 Pregnancy/Parental Leave shall be administered in accordance with the provisions of the current Employment Standards Act.
- 12.02 Paternity/Adoptive Leave
- a) Paternity leave of four (4) days (without loss of salary or rights to the Sick Leave/Short-Term Leave and Disability Plan) shall be allowed to a male teacher upon the birth of his child(ren). Such leave shall be applicable only when the birth of the child(ren) occurs during the school year.
 - b) Adoption leave of four (4) days (without loss of salary or rights to the Sick Leave/Short-Term Leave and Disability Plan) shall be allowed a male and/or female teacher or both spouses, upon the adoption of a child(ren). Such leave shall be applicable only when the adoption of the child(ren) occurs during the school year.

ARTICLE 13 - BEREAVEMENT LEAVE:

- 13.01 A teacher who is absent because of the death of a member of his/her immediate family will be granted 5 consecutive school days (or more at discretion of the Director) without loss of pay, when the death occurs during the school year. (Immediate family shall be interpreted as father, mother, brother, sister, wife, husband, son or daughter, father-in-law, mother-in-law or guardian).
- 13.02 A teacher who is absent because of the death of an uncle, aunt, grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, will be granted three (3) teaching days (or more at the discretion of the Director) without loss of pay.

ARTICLE 14 - PERSONAL LEAVE:

- 14.01 A teacher, upon application to the Director (or designate), may be granted two (2) days Personal Leave without loss of pay.
- 14.02 The Director (or designate) has the discretionary power to grant such additional Personal Leave with loss of pay or to refer the request to the Board.

ARTICLE 15 – SPECIAL LEAVE:**15.01 Request for Unpaid Personal Leave**

A teacher, upon application to the Director (or designate), shall be granted one (1) day of unpaid Personal Leave without giving reason.

15.02 Inclement Weather

- a) No deduction of salary will occur if weather conditions make it unsafe, in the opinion of the teacher; to reach his/her assigned school. The teacher shall report

to the nearest school within the jurisdiction of the Board if he/she deems it is safe to do so.

In the event that road and/or weather conditions become safe, the teacher shall proceed to his/her assigned worksite.

- b) In the case of teachers who are unable to attend their own or an alternate worksite, there is an obligation to notify their Principal/Superintendent.

In the event that road and/or weather conditions become safe, the teacher shall proceed to his/her assigned worksite.

If the Principal/Superintendent is satisfied that the above conditions have been met, the teacher will be regarded as being "in attendance".

If the Principal/Superintendent is not satisfied that the above conditions have been met, there will be no deduction of salary and the teacher shall have access to Paid Leaves of Absence found in Part A – Central Terms.

ARTICLE 16 - RETIREMENT GRATUITY (SICK LEAVE CREDIT):

The terms of this article shall be subject to the Letter of Understanding – Retirement Gratuity in Part A – Central Terms.

- 16.01 A teacher having had 17 years or more service as a teacher with this Board or any Board dissolved on January 1, 1969 because of the formation of this Board, who retires under the provisions of the Teachers' Pension Act, shall continue to be paid his/her salary at the same rate as at retirement for a limited period to the extent of one-half the amount of any accumulated Sick Leave acquired while in the service of the aforementioned Boards (not including any accumulation transferred from another Board for Sick Leave purposes only), but not exceeding 100 days.
- 16.02 Upon reaching the maximum accumulation of 200 days, made up partly of the transferred credits from another Board and partly of accumulated credits with this Board or the Boards that were dissolved because of the formation of this Board, the teacher shall be allowed to continue accumulating with the Peterborough Victoria Northumberland and Clarington Board by reducing the transferred credits, until the maximum of 200 days has been accumulated with the Peterborough Victoria Northumberland and Clarington Board for the purposes of Sick Leave Credit Retirement Gratuity.
- 16.03 Sick Leave Credit Retirement Gratuity shall be paid only to a teacher who leaves the Board and is entitled to pension under the provisions of the Teachers' Pension Act. The payment of such will be the choice of the teacher, either lump sum or installments.
- 16.04 In the event that a teacher dies before retirement and is eligible to receive a Retirement Gratuity as per the Letter of Understanding in the Central Terms and confirmed by the Retirement Gratuity Letter that was provided to the teacher by the Board, an amount equal to the Sick Leave Credit Gratuity of such teacher shall be paid to the estate of the teacher upon the Board's obtaining any necessary Succession Duty release.

- 16.05 In the event that a teacher dies before having received the full Sick Leave Credit Gratuity, the balance of any such Gratuity shall be paid to the estate of the teacher upon the Board's obtaining the necessary Succession Duty release.

ARTICLE 17 - TEACHER FUNDED LEAVE PLAN:

- 17.01 The Board agrees to a Teacher Funded Leave Plan which shall permit the teacher to take a one year self-funded leave in year three of a THREE year agreement, in year four of a FOUR year agreement, or year five of a FIVE year agreement. During his/her years in the teacher funded leave plan, the teacher shall agree to be paid by the Board at 66.67 per cent (for a THREE year agreement) or at 75 per cent (for a FOUR year agreement) or at 80 per cent (for a FIVE year agreement) of the salary normally paid under the applicable Collective Agreement subject to the conditions outlined below.

There shall be no cost to the Board except that the Board shall pay 100% of the applicable statutory deductions during the leave. Interest paid on trust fund accounts shall be 2 per cent less than prime calculated and credited on the last day of each month.

The duration of the agreement and the percentages of salary paid and withheld may be changed with the approval of both parties.

17.02 Application

A written application shall be delivered to the Director of Education not later than the 1st day of May, in which is described the applicant's proposal with respect to a plan of salary hold back and timing of the leave of absence.

17.03 Approval or Denial

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial shall be delivered to the applicant not later than the 31st of May following the date of application.

17.04 Definition

Entry into the Plan shall be effective only on the first day of September, and the duration of a leave of absence under this Plan shall be from the first of September to the 31st day of August next. Secondary teachers may have the option of operating by semester and elementary teachers may have the option of operating by term. It is understood that a teacher taking a semester leave or term leave shall be responsible for the completion of all assessment, evaluation, and reporting, including communication with parents, for the period prior to the commencement of the leave.

17.05 Salary Hold Back

During the years in the Plan prior to the Leave year, 33.33, 25 or 20 per cent, or other appropriate percentage, of the teacher's salary paid in accordance with the

applicable Collective Agreement shall be withheld by the Board. The salary withheld shall be placed in an individual trust in the name of the teacher. A statement of each teacher's account will be issued at the end of each school year upon request of the teacher.

17.06 Payment

- a) The teacher shall receive his/her withheld salary in two lump sums or through the semi-monthly payroll.
- b) The actual leave from work shall commence on the first school day following completion of the salary hold back period.

17.07 Benefit Plans

Throughout the years of the Plan, employee benefits shall continue as per the applicable Collective Agreement if the teacher requests it. Employee benefits shall be maintained as if the teacher were receiving 100 per cent of salary but Board subsidy will be the applicable percentage of the normal contribution.

17.08 Return from Leave

- a) On return from Leave, a teacher will be assigned to the position (including position of responsibility) which he/she held when the Leave began (within the same municipality) subject to other appropriate provisions of the Collective Agreement. Upon return from leave of absence the participant shall receive full allowance and recognition for the experience and seniority he/she had when the Leave began.
- b) The Teacher Funded Leave Plan shall be treated as a year's teaching experience for seniority purposes with the Board, but shall not entitle the teacher to increment for that year.

17.09 Termination

- a) A participant may withdraw from the Plan at any time prior to the 15th day of March preceding commencement of a leave of absence which begins in September or the 15th day of September preceding commencement of a leave of absence which begins in February. Upon withdrawal, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant within 60 days following delivery to the Director of Education of written notification of withdrawal.
- b) A declaration of Plan termination shall be deemed to be written notice of withdrawal, delivered to the Director of Education on or before the effective date of the Plan termination.
- c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within 60 days following the date of death. In case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within 60 days following the date of death.

17.10 Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the Plan.

ARTICLE 18 - SENIORITY:

18.01 A new teacher, as defined by the Education Act, will be on probation until successfully completing the New Teacher Induction Program.

18.02 Seniority means continuous years of employment with the Board. In cases where the first day of a permanent assignment is the first day of a school year, the seniority date for teachers shall be September 1st. Otherwise, the seniority date is established as the first date of the permanent assignment.

18.03 Subject to Part A – Central Terms, Article 9 and 10, a member returning to the Bargaining Unit after a period of two (2) years or less shall, after a period of two (2) years, have a new seniority date set as the original date of hire plus period of absence.

For the purpose of establishing the new seniority date, the months of July and August will not be counted.

18.04 Where seniority in accordance with 18.02 is equal, the determining criteria shall be and in the following order:

- a) number of total equivalent teaching years' experience as an LTO teacher with this Board
- b) number of total equivalent teaching years' experience (in full years) as a certified teacher recognized for salary grid placement per Article 5
- c) highest QECO rating (according to Programme 5)
- d) continuing education experience for (i) credit bearing (ii) non-credit bearing (i.e. home instruction hours)
- e) as determined by draw in the presence of the President of the Unit (or designate).

18.05 The Board shall post a Seniority List by December 15th on the Board's intranet site, which shall be available to all teaching staff via login, from any location with internet access. An updated list, including those hired after the December 15th posting will be posted on the Board's Intranet site and a copy forwarded to the local President of OECTA by April 1st of each school year.

The April 1st list will be used in the application of Article 20, 21, and 22.

Each Seniority List shall provide, in decreasing order of seniority, the names of teachers, and their seniority date as defined in Article 18.02 and 18.03.

Effective September 1, 2016, Article 18.04 shall be reflected in the publication of the seniority list.

18.06 Seniority will affect three areas, namely:

- a) Article 20 – Surplus Process
- b) Article 21 - Job Postings
- c) Article 22 - Redundancy and Recall

Article 18.06 (b) does not apply to the awarding of positions covered by Article 7.02 or 21.06.

STAFFING AND POSTING PROCESS

ARTICLE 19 - BOARD INITIATED RE-ASSIGNMENTS:

- 19.01 The Board shall be entitled to initiate a re-assignment of a teacher that is not disciplinary in nature, where the needs of the system, students and teachers or characteristics of position with regard to subject and/or level require the re-assignment. Such assignments shall be implemented in consultation with the President of the Bargaining Unit or designate.
- 19.02 If the teacher is not satisfied with the necessity and fairness of the re-assignment, he/she may grieve the re-assignment. Such assignment shall not be subject to grievance by any other member of the Unit.
- 19.03 If a teacher who is under contract with the Board at the time of the notification of re-assignment is re-assigned at the Board's initiative and is required to travel a distance of 32 kilometres or more one way, he/she shall be paid a travel allowance in accordance with Board Policy for a period of 1 year.

The "distance of 32 kilometres or more one way" shall be additional to what he/she already travels to his/her assigned employment location at the time of notification of transfer.

ARTICLE 20 - SURPLUS PROCESS:

- 20.01 When a school experiences a surplus in teaching staff, the least senior teacher (as defined in Article 18.02) in the school will be declared surplus, provided the remaining teachers have sufficient qualifications according to Regulation 298.

Curriculum Chairs are not exempt from being declared surplus. At the point of determining surplus teachers to a school, and prior to issuing of surplus notices, any Curriculum Chair vacancies that arise shall be posted to the system, interviewed and awarded.

- 20.02 The Board shall provide the Board-Level Joint Staffing Committee the names of teachers to be declared surplus prior to May 15th. The Board shall notify teachers declared surplus, on or before May 15th. The Board reserves the right to declare additional teachers surplus past May 15th if necessary; however, will inform the Board-Level Joint Staffing Committee of any additional surplus teachers. The Board

shall not exercise the right to declare additional teachers surplus after May 15th in an unreasonable manner. Reassignment will be in accordance with Article 21 – Job Postings.

- 20.03 A surplus notice shall be rescinded in a case where an enrollment increase nullifies the need for the surplus, provided the affected surplus teacher has not yet been awarded a new posting.
- 20.04 a) New vacancies created after Round 3 and before Job Fair (excluding vacancies created by teachers posting into Round 3 vacancies which do not require an interview) shall be posted Round 1 of the following school year. Teachers assigned to these positions will be declared surplus prior to the following year's posting process.
- b) All new teachers hired throughout the staffing process or hired during the course of the school year shall be declared surplus.
- 20.05 A Consultant, Centrally Assigned teacher, BEST classroom teacher, CASA classroom teacher, or Section 23 teacher shall be declared surplus and shall apply to postings for which he/she is qualified throughout the staffing process, if;
- a) he/she relinquishes his/her role, or;
- b) there is a reduction in the number of positions.

ARTICLE 21 - JOB POSTINGS:

- 21.01 a) The Board shall post all new or vacant teaching positions on-line for at least three (3) working days.
- b) Excluding positions which are filled by interview and appointment, where there is more than one applicant from within the system, the applicant with the most seniority (as defined in Article 18) who has the qualifications according to Regulation 298, shall be awarded the position.
- 21.02 All vacancies will be filled in accordance with the process outlined below:
- a) Definition - A vacant position shall be defined as a teaching position within the Bargaining Unit which becomes available due to death, retirement, resignation, program or enrollment growth, transfer, posting awards, promotion and will be posted according to the internal staffing needs.
- b) The Board shall notify the Bargaining Unit of any newly created position at any location. Newly created positions are defined as those generated from new programs which did not exist when this collective agreement was ratified.
- c) Vacant positions shall be filled from within the system, provided that there are applicants qualified for the position to be filled, prior to the hiring or placement of new staff.
- d) If the senior qualified teacher accepts a posted position, then that posting is closed. If the senior qualified teacher rejects the position, then that position shall

be offered to the next senior qualified applicant. This same process shall continue until the posting is filled.

21.03 POSTING PROCESS

- a) Every effort will be made to ensure that all teachers receive a copy of their tentative timetable/assignment for the upcoming school year prior to Round 1 postings. It is understood that timetables/assignments may change throughout the staffing process.
- b) The Board shall take reasonable steps to:
 - (i) Schedule the sections in a .67 secondary timetable consecutively;
 - (ii) Avoid Secondary Special Education postings with fewer than three (3) sections of Special education.
- c) There is no limit to the number of postings a teacher can apply to, for which he/she is qualified, throughout the staffing process.

ROUND 1

Round 1 shall occur on or before May 18th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.

ROUND 2

Round 2 shall occur on or before June 4th, at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round 1, and any vacancies resulting from teachers accepting a Round 1 posting.

ROUND 3

Round 3 shall occur on or before June 18th at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year, any unfilled vacancies from Round 2, and any vacancies resulting from teachers accepting a Round 2 posting.

21.04 JOB FAIR

- a) A Job Fair will be held prior to July 15th at which time the Board shall post all known vacancies for teaching positions in the subsequent academic year.
- b) Teachers without a full time assignment for September may attend the Job Fair to increase their FTE as per Article 23, and teachers without an assignment for September must attend or make arrangements through the local OECTA office to have an assignment selected on their behalf. Full-time teachers who have posted

- into a less than full-time assignment in Round 1 to Round 3 shall not be eligible to attend the Job Fair in that year.
- c) Teachers must bring an Ontario College of Teachers (OCT) printout of qualifications to the Job Fair. Proof from a course provider must be presented at the Job Fair for any newly completed AQ that is not listed on the OCT printout.
 - d) Teachers, in order of greatest seniority, shall choose from the list of vacancies, subject to them being qualified for the position.
 - e) Teachers without assignment after the Job Fair shall be assigned, in order of greatest seniority, and prior to July 31st, to FTE positions of .5 or more, for which they are qualified, and without consideration to their current FTE or location.

Teachers without an assignment on July 31st will be declared redundant effective August 1st.

21.05 Qualifications for Secondary School Religion Postings

Secondary school postings with Religion as the majority subject (3 or more sections) shall list the following as required qualifications:

- Religious Education Part III - Specialist, or
- An undergraduate degree with a major in Religious Studies, or
- A graduate degree in Religious Studies, or
- A post-graduate degree in Religious Studies, or
- A Master of Divinity

21.06 Teachers in Congregated Special Education Classes

- a) The Board reserves the right to select candidates for teaching positions in congregated special education classes through an interview and appointment process.
- b) Congregated special education classes shall include:
 - i) Autism spectrum disorder classes (CASA)
 - ii) High needs behaviour classes (BEST)
 - iii) Ministry of Education Section 23 classes
- c) Job Posting Information - responsibilities, expectations, qualifications - shall be shared with the Association through the standing Joint Labour/Management Committee.
- d) Teachers accepting an assignment as identified in this article are assigned to the class, not the school. Such teachers seeking reassignment must post to a new assignment. Where such a class is moved to another location, the teacher shall be given first opportunity to move with the class. Teachers choosing not to move with the class shall be declared surplus.

- e) Any additional special education classes to be covered by this article shall be reviewed in consultation with the Joint Labour/Management Committee prior to implementation.

ARTICLE 22 - REDUNDANCY AND RECALL:

22.01 Teachers without an assignment on August 1st will be declared redundant and notified by email, which will be copied to the local OECTA President.

Teachers without an assignment on August 1st, who are senior to a teacher(s) with an assignment, shall be assigned to the position of the least senior teacher, for which they hold the qualifications according to Regulation 298. The least senior teacher shall be declared redundant and placed on the recall list.

The Board shall recall any teacher declared redundant to a permanent assignment as follows:

- a) On or before August 28th, any available teaching assignments of .5 FTE or more shall be offered to redundant teachers without consideration for location beginning with the most senior teacher who holds qualifications as per the Education Act. If the teacher being recalled has already been assigned to an LTO assignment then the LTO assignment will be filled by another teacher.
 - b) No later than ten days prior to the first day of school/classes, Human Resource Services will offer to any teacher who, at Job Fair accepted an assignment of less FTE than he/she held the previous June, and any redundant teacher without an assignment, all available and new elementary or secondary school positions, in order of seniority and qualifications.
 - c) Should the teacher be qualified for more than one position, he/she shall make his/her choice. The teacher who already has a part-time assignment of any FTE, retains the right to decline and remain in his/her part-time assignment. He/she may accept another part-time assignment of any FTE, in addition to his/her current part-time assignment, that combined does not exceed an FTE of 1.0, and, if the schedule permits more than one part-time assignment (considering travel time etc.) as determined by Human Resources Services.
 - d) It is understood that any teacher who accepts an assignment, will move to his/her new assignment effective immediately. Any assignments that remain vacant after this step will be filled by newly hired teachers for the balance of the school year.
 - e) Any new vacancies subsequent to this step will be offered to the remaining teachers on the recall list or filled with a new hire, and the teacher(s) will be declared surplus according to Article 20 and a position posted to the system in the following Round 1.
- 22.02 a) In the event that it becomes necessary for the Board to declare a teacher redundant to the system, that teacher shall be laid off effective August 31st. The Superintendent of Human Resource Services or designate shall notify the affected teacher(s) and OECTA. Redundant teachers shall be placed on the Recall List.

- b) All offers of recall shall be made by email to the teacher and copied to the local OECTA President. The teacher so offered shall respond within twenty-four (24) hours. A teacher who fails to respond within the twenty-four (24) hours, shall be deemed to have forfeited his/her recall rights and his/her name shall be removed from the recall list. The teacher may designate a local OECTA Executive release officer to act as proxy should it be necessary.
- 22.03 No new teacher will be hired until such time as those teachers covered by this Agreement who have been declared redundant and who are qualified for the opening have been offered the available assignment for which he/she is qualified. Redundant teachers shall be recalled in order of seniority and qualifications.
- 22.04 Any teacher recalled to a permanent assignment shall be deemed to be surplus the following year and subject to Article 20 and Article 21.
- 22.05 Teachers on the Recall List will be given first priority for any available long-term occasional teaching assignments and will be placed by Human Resource Services in consultation with the Joint Labour/Management Committee.
- 22.06 A teacher shall have a right of recall for a period of up to five (5) years from the date of layoff.
- 22.07 It shall be the responsibility of the teacher on recall to notify the Board of any changes to his/her contact information and any change to qualifications.
- 22.08 a) Teachers on layoff with recall rights and without assignment may continue to participate in the Group Extended Health and Dental Benefit Plan until August 31st following date of layoff. Participation shall be all-inclusive and subject to the teacher's premium payments being received by the Board via an electronic pre-authorized payment from his/her financial institution. The full cost of the health and dental premiums shall be borne by the teacher and administered by the Board.
- The following benefits will take effect on the recall date:
Life, Accidental Death & Dismemberment (A.D.D.), Long Term Disability (L.T.D.)
- b) Teachers recalled between September 1st and 30th shall be eligible for extended health care and dental coverage effective September 1st. Experience shall be acknowledged as if there had been no break in service.
- 22.09 Where Regulation 298 requires qualifications for certain positions and where no other teacher is qualified, the Superintendent of Human Resource Services may cause a variance from the order of seniority. The Superintendent of Human Resource Services shall notify the Joint Labour/Management Committee, in writing, stating the reasons necessary for the variance, with a copy to the affected teacher.
- 22.10 The placement of recalled teachers shall be implemented in consultation with the OECTA Unit President and Collective Bargaining Officer.

ARTICLE 23 - PERMANENT, PART-TIME TEACHERS:

Teachers employed by the Board on a part-time basis who wish to secure a position of greater FTE may attend the Job Fair identified in Article 21.04 in July provided notification of attendance is emailed to Human Resources Services and copied to OECTA on or before June 28th.

ARTICLE 24 - GRIEVANCE PROCEDURES:

- 24.01 It is the mutual desire of the Board and the Association that all complaints and grievances shall be addressed as quickly as possible.
- 24.02 A grievance is defined as a difference or dispute of this Agreement which concerns one (1) or more teachers and relates to the interpretation, application or administration of this Agreement. A claim of unjust discharge or discipline shall also be subject to the Grievance and Arbitration Procedures as set forth in the Collective Agreement.
- 24.03 In this Article, "immediate supervisor" shall mean principal or superintendent or designate, whichever is the immediate supervisor of the complainant.
- 24.04 It is understood that there is no grievance until the teacher, or the Association on behalf of the teacher, has first given his/her immediate supervisor an opportunity to adjust the complaint. The immediate supervisor shall respond orally to the complaint within five (5) business days of receiving it.
- 24.05 Should the Association be dissatisfied with the response from the immediate supervisor, the matter may be taken up as a grievance.
- 24.06 The Association may file a grievance on behalf of the Branch Affiliate, or a group of members of the Branch Affiliate, that relates to the interpretation, application or administration of this Agreement. A grievance filed by the Association shall commence at Step 1 of the grievance procedure.

24.07 Step 1

The grievance shall be sent to the Superintendent of Human Resource Services, or designate, in the form of a letter which includes a concise statement of the facts, the articles which have allegedly been violated, and the redress sought.

The Superintendent of Human Resource Services, or designate, shall arrange a meeting to discuss the grievance within five (5) business days of receipt of the letter of grievance. The Superintendent of Human Resource Services, or designate, shall give a written reply to the grievance within five (5) business days following the meeting.

24.08 Step 2

Failing satisfaction with the reply in Step 1 above and within five (5) business days of receipt of the reply, the Association may refer the grievance to the Director of Education, or designate.

The Director of Education, or designate, shall arrange a meeting to discuss the grievance within five (5) business days of receipt of the Association's request to

- proceed to Step 2. The Director of Education, or designate, shall give a written reply to the grievance within five (5) business days after the meeting.
- 24.09 In the event that any grievance has not been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) business days following the receipt of the Step 2 response, be referred to a single arbitrator.
- 24.10 The notice submitting to arbitration shall contain the name of three (3) arbitrators the party is recommending be appointed. Should the other party not agree, they will submit a further three (3) names they are recommending to appoint as arbitrator. The exercise will continue until an arbitrator is agreed upon. If the parties fail to agree upon a single arbitrator, the appointment of a single arbitrator shall be made by the Ministry of Labour. No person may be appointed as the single arbitrator who has participated directly in an attempt to settle the grievance.
- 24.11 The single arbitrator shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a single arbitrator governs.
- 24.12 The single arbitrator established as above, shall decide the grievance(s) and any related question, including any questions as to whether a matter is able to be arbitrated, but shall have no power to alter, modify or amend this Agreement, nor make any decision inconsistent therewith.
- 24.13 The parties shall share equally the cost of a single arbitrator.
- 24.14 Each party may be represented at the Arbitration by a representative of its choice.
- 24.15 Unless otherwise specifically provided, any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.
- 24.16 The term "business days" when used in this Article shall mean Monday to Friday inclusive throughout the year excluding July, August, and school holidays as defined by the Ministry of Education in the Education Act, R.S.O., 1980 Chapter 129.
- 24.17 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 25 - TEACHERS' PERSONNEL FILES:

- 25.01 A teacher shall have access during normal business hours to her/his personnel file at the Catholic Education Centre upon prior written request to the Superintendent of Human Resource Services and in the presence of a Supervisory Officer or person designated by the Superintendent of Human Resource Services. The written request shall be received by Human Resource Services at least three working days prior to the proposed personnel file review. The teacher may request copies of any document contained in this file. The Board reserves the right to apply reasonable charges for copying from personnel files.

- 25.02 A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- 25.03 Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in Article 25.02, the Board will provide to the teacher a copy of the amended information.
- 25.04 Where a teacher gives written authorization to another person acting on behalf of the teacher, to access the teacher's personnel file, the Board shall provide access.

ARTICLE 26 - RELEASE TIME FOR OECTA PERSONNEL:

- 26.01 The Unit President and the Local Collective Bargaining Officer of OECTA shall receive full time leave for the conducting of Unit Business. The Unit President and the Local Collective Bargaining Officer shall be paid in accordance with the collective agreement plus any allowance which is determined by Provincial OECTA. Benefits, seniority and experience will not be affected by this leave. Benefits and benefit plans utilizing salary calculations will exclude the aforementioned allowance. Personal leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.

The Board shall, upon written request of the Unit Executive, remit to the Unit the total value of the Employment Insurance contribution overpayments due to its members to defray the cost of such release time.

- 26.02 By May 31st of each year, the Unit shall inform the Board of any additional release positions in addition to those identified in 28.01 and whether such positions are full or partial leaves. Salary, benefits, seniority and experience will not be affected by these leaves. Personal Leave shall not be deducted. The Board will invoice the Unit for 100 per cent of the costs of the leave.
- 26.03 The Unit Treasurer shall be given one (1) day leave per month, upon request. The Board will invoice the Unit for the Occasional Teacher daily rate whenever an Occasional Teacher is employed to cover such leave days. Salary, benefits, seniority and experience shall not be affected by this leave. Personal Leave shall not be deducted.
- 26.04 Upon written request (prior to September 10) by the Unit Executive each year, the Board shall collect a levy of \$10.00 plus .125 per cent of each teacher's annual salary. The \$10.00 shall be collected from all teachers receiving the first pay in October. The .125 per cent shall be collected in two equal installments: .06125 per cent of salary shall be collected from all teachers receiving the first pay in November; and a further .06125 percent of salary shall be collected from all teachers receiving the first pay in February. These monies shall be remitted by the Board to the Unit.
- 26.05 Upon written request by the President of PVNC-OECTA, five (5) days in advance where possible, the Board shall grant up to sixty (60) days of release time per school calendar year for teachers without loss of salary, benefits, sick leave credits, seniority and experience for grid placement to carry out OECTA activities at the local unit or provincial level.

It is understood that the above release time is in addition to release time for provincial OECTA Council of President meetings, joint bargaining meetings, local OECTA meetings in preparation for joint bargaining meetings and joint board level committee meetings. Furthermore, the above release time does not include the release time granted under Article 26 of the Collective Agreement for the Unit President, Local Collective Bargaining Officer and Treasurer.

ARTICLE 27 - ELEMENTARY SCHOOL TEACHERS PREPARATION AND PLANNING TIME:

27.01 All full-time teachers from Junior Kindergarten to Grade 8 shall be granted a minimum of 240 minutes per week for the purpose of preparation, planning and evaluation.

The Board shall endeavour to allocate preparation and planning time in blocks of time of not less than forty (40) minutes and where possible, on a daily basis.

Notwithstanding the above statement, in circumstances where the forty (40) minute block cannot be achieved, the following procedures will apply:

1. The minimum block of preparation and planning time shall be twenty (20) minutes.
2. Banked time will accumulate and be reconciled through the use of an occasional teacher. Scheduling of the occasional teacher for these circumstances shall be by mutual consent of the teacher and the principal. The teacher shall be responsible for planning for the occasional teacher. Recovery of banked time shall occur in accordance with Article 28.01.

Part-time teachers in elementary schools shall receive preparation time on a pro-rated basis; e.g. teachers teaching 50 percent, of the teaching assignment of a full-time teacher shall be granted 120 minutes per week for the full purpose of preparation, planning and evaluation during the regular instruction time.

Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by this increase in elementary teacher preparation time above the 2008-2009 level to enable full-time school-based teaching assignments in the Arts or Technology in more than one elementary school. This shall be done in consultation with the Board-Level Joint Staffing Committee (JSC).

Notwithstanding other provisions in the Collective Agreement, the additional weekly minutes of preparation time above the 2008-2009 level generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers.

27.02 Where teachers have more than the minimum number of preparation and planning minutes per week they may be assigned other duties by the Principal with the exception of teaching a regular period in a regular classroom or a Special Education classroom.

27.03 Teachers may bank preparation and planning time in the following circumstances:

- a) the teacher that provides preparation and planning time fails to arrive;
- b) the teacher is required to participate in a board level in-service during the instructional day and his/her preparation period is missed;

- c) the teacher is required to participate in a school-level in-service during the instructional day and his/her preparation period is missed. Such meetings may include professional learning team meetings, divisional meetings, IPRCs, or other meetings arranged by Administration.
- d) the teacher is required to attend a meeting at the direction of the Principal or Board administration during the instructional day and their preparation period is missed. Such meetings may include professional learning team meetings, divisional meetings, IPRCs, or other meetings arranged by Administration.

A teacher who misses preparation and planning time due to an extraordinary school activity shall not bank preparation and planning time. Examples of extraordinary school activities may include: school masses, sacramental or religious retreats, school assemblies, or special event days. School schedules should be adjusted by the Principal so that no teacher loses preparation and planning time on a regular basis.

27.04 Preparation and planning time is defined as time for preparation, planning and evaluation as determined by the teacher.

27.05 The Board shall meet all of its obligations for staffing elementary schools under the Education Act and the Ministry of Education's Primary Class size initiative.

ARTICLE 28 - BANKED PREPARATION AND PLANNING TIME:

28.01 If a teacher misses his/her assigned preparation and planning time as in Article 27.03, the teacher shall report such missed preparation and planning time to the Principal, in writing, within one (1) week after each occurrence.

28.02 The Principal shall log such missed preparation and planning time in the "Banked Preparation and Planning Time Log Book" found in the main office at each elementary school.

28.03 The "Banked Preparation and Planning Time Log Book" shall be designed so as to allow the following information to be noted:

- teacher's name
- date banked
- the number of minutes banked
- the reason
- the date the banked preparation and planning time was recovered
- the signature of the teacher and the principal

28.04 The recovery of banked preparation and planning time shall be scheduled during the instructional portion of the day at a time and date agreeable to the teacher and the Principal. When banked time equals half of the length of the regular daily instructional time for the school to which the teacher is assigned, the teacher shall be entitled to be relieved by an Occasional Teacher and spend the banked time in the school preparing and planning.

In the event that banked preparation and planning time does not equal half the length of the instructional day, recovery of the banked time shall occur during the

instructional day at a time and date agreeable to the teacher and the Principal. The teacher shall be responsible for planning for the Occasional Teacher.

- 28.05 The Bargaining Unit shall have access to the "Missed Preparation and Planning Time Log Book" in order to monitor this process.
- 28.06 The Principal of each elementary school shall file the previous year's "Missed Preparation and Planning Time Log Book" in the main office for a period of one (1) year.

ARTICLE 29 - ELEMENTARY SUPERVISION:

- 29.01 All school based staff have a role to play in elementary school supervision which is essential in maintaining a safe school environment.
- 29.02 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 outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision. The preceding shall be consistent with past practice and Regulation 298.
- 29.03 Elementary teachers shall be assigned to a maximum of 80 minutes of supervision for each period of five (5) instructional days.

The maximum shall not increase the assigned supervision that existed during the 2007-2008 school year, on a school by school basis, where such provisions are less than the above stated maximum.

- 29.04 A teacher with less than one (1) FTE assignment shall have his/her assigned supervision pro-rated to that of his/her assignment.
- 29.05 It is understood that by June 15th of each school year every Elementary School shall elect two (2) members of the staff along with the OECTA Staff Representative, to the Local School Supervision Committee, who with the Principal or designate shall create a supervision schedule consistent with the above criteria. Such schedule shall be created by June 30th. Subject to Article 29.03 above, should supervision needs change throughout the year, the committee shall reconvene to address them.
- 29.06 In the event that a supervision schedule cannot be developed by the Local School Supervision Committee that is consistent with the above criteria, the schedule in question shall be forwarded to the Labour Relations Committee consisting of representatives of the Board and the Unit for resolution. Such resolution shall be reached by September 1st.

ARTICLE 30 - TEACHING LOAD: FRENCH IMMERSION/PROGRAM SUPPORT RELIEF TEACHERS:

- 30.01 Where a French Immersion relief teacher is to be assigned to teach more than 3 subjects, the Director's approval is required.

- 30.02 The Board will continue to replace absent teachers as per past practice. A teacher who is assigned part of the day as a SERT and part of the day with classroom responsibilities will be replaced for their absences for the portion of the day that they are assigned to a classroom.
- 30.03 School administration shall make arrangements for supervision coverage in the case where a SERT is not replaced by a teacher but has supervision duties on the day of the absence.

ARTICLE 31 - SECONDARY SCHOOL TEACHER WORKLOAD:

31.01 On-Calls

All secondary teachers shall be assigned a timetable consisting of the following duties, credit courses and/or credit equivalent courses, as defined in the Education Act and Regulations as may be amended from time to time.

- a) Secondary teachers shall be assigned three (3) credit/credit equivalent courses per semester, plus supervision/on-calls, and preparation and planning time.
- b) Supervision/On-Calls shall be assigned to the following maximum of twelve (12) per semester, twenty-four (24) per year.

The semester total may be exceeded by up to three (3) half period supervision/on-calls per semester, provided the yearly total as set out above is not exceeded. Notwithstanding the above, Co-operative Education Teachers assigned to deliver four (4) credits of co-op in any one (1) semester shall be assigned no other duties in the semester that the four (4) credits are delivered.

- c) A part-time teacher workload shall be pro-rated to that of a full-time teacher.
- d) A supervision/on-call shall be a half (1/2) period in duration.
- e) The Board shall allocate supervision/on-call assignments in a fair and equitable manner.
- f) On a monthly basis, each secondary school Principal shall provide, to the Association representative, a summary of the supervision/on-call assignments of each secondary school teacher at that location.
- g) Should an Occasional teacher be required to perform an on-call for the teacher he/she is replacing, the absent teacher shall be credited with having completed the on-call.

31.02 Secondary Dual Credit Courses

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class-size regulation.

31.03 E-Credit Courses

- a) An E-credit course (E-course) is a secondary school credit course that is delivered electronically.
- b) An E-course is one designed by the Ministry of Education or is one that is locally developed and has a Ministry of Education E-course code.
- c) Each E-course shall have the same workload value for teachers as other credit courses as set out in Article 31.01. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the teacher assigned to the course.
- d) E-courses shall be built in to the teacher's timetable for the instructional day.
- e) The vehicles for the delivery of E-courses shall be the Peterborough Victoria Northumberland and Clarington Catholic District School Board computer system and through the Ministry server.
- f) A teacher delivering an E-course shall be provided with a work location at the school to which the teacher is assigned.
- g) Class sizes for E-courses shall be included in the calculation of the aggregate 22:1 system staffing ratio for secondary schools as per the Education Act.
- h) Communication with students taking an E-course shall only be through a Peterborough Victoria Northumberland and Clarington Catholic District School Board server and linked to the Ministry server.
- i) The Board shall provide the Bargaining Unit with information pertaining to E-course enrollment, staffing of E-courses, funding of E-courses, a listing of E-courses that are being delivered, and the number of students registered with the Board taking E- courses through other school boards.
- j) The Board shall provide to each teacher delivering an E-course, training as required.

ARTICLE 32 - SECONDARY BEFORE AND AFTER SCHOOL SUPERVISION:

- 32.01 All school based staff have a role to play in secondary school supervision which is essential in maintaining a safe school environment.
- 32.02 Secondary teachers shall be available to students in their classrooms fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on-call or instructional time. Any assigned secondary school supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision. The preceding shall be consistent with past practice and Regulation 298.
- 32.03 The assignment of secondary school supervision shall be determined by the Principal or designate.

- 32.04 The assignment of secondary school supervision shall not exceed two (2) fifteen (15) minute blocks per week and shall be equitably allocated amongst all teachers and be reflective of system practice.
- 32.05 Should an Occasional Teacher be required to perform the regularly scheduled supervision of the teacher he/she is replacing, the absent teacher shall be credited with having completed the supervision.
- 32.06 Secondary administrators shall endeavor to avoid the assignment of an on-call and a supervision duty on the same instructional day.

ARTICLE 33 - ELEMENTARY REPORT CARD PREPARATION RELEASE TIME:

Two (2) Professional Activity Days under Regulation 304, shall be designated for the purpose of assessment or the completion of student report cards. These Professional Activity Days shall be designated in the Board's calendar, with one scheduled prior to the first reporting period timeline, and the other scheduled prior to the second reporting period timeline.

ARTICLE 34 - LUNCH TIME SUPERVISION:

Every teacher shall receive a minimum of 40 uninterrupted minutes for lunch during the regularly scheduled lunch period.

ARTICLE 35 - JOINT PROFESSIONAL DEVELOPMENT ADVISORY COMMITTEE:

The Ministry of Education, under the Education Act, will determine Professional Learning devoted to Provincial Education Priorities. The board must comply with the Ministry of Education directives concerning the allocation and content of Professional Development days. Nothing in this article will supersede the Ministry Memorandums or Directives.

- 35.01 The Board and the Bargaining Unit are committed to the continuous development of a Catholic professional learning community in each of the schools of the Board and system-wide and to that end, they are committed to a collegial and cooperative process in planning teacher professional development. Such an approach will be based on openness, transparency and cooperation and will provide teachers with an opportunity to have meaningful input into the decisions of the Board and to have a better understanding of the reasons for decisions made by the Board.
- 35.02 The Joint Professional Development Advisory Committee shall be composed of three (3) representatives appointed by the Board and three (3) representatives appointed by the local Bargaining Unit and not to exceed six representatives in total. The Committee may consult with any mutually agreed upon resource staff.
- 35.03 The Committee shall meet a minimum of twice annually and more often as mutually agreed to by the Committee.
- 35.04 The Committee shall consider, review, advise and make recommendations related to the following areas:

- a) the content of Professional Activity Days shall be consistent with the learning goals identified in teacher Annual Learning Plans
- b) that best practices are promoted in the implementation of professional learning opportunities embedded in the instructional day
- c) the allocations and dissemination of the funding generated in the Pupil Foundation Grants from 2014-2017 for the purpose of enhancing professional development
- d) professional activities for teachers during Professional Activity Days other than those set aside for the completion of report cards
- e) scheduling of Professional Activity Days designated for the purpose of assessment and completion of elementary report cards

35.05 The Committee shall be founded on the following principles:

- a) valuable professional development is job embedded, informed by research and done in partnership with colleagues
- b) Catholic Professional Learning is most effective when the atmosphere within a school promotes a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning
- c) teachers' Annual Learning Plans will inform professional learning opportunities

ARTICLE 36 - ACCESS TO INFORMATION:

All members of the P.V.N.C. Unit authorize the Board to provide the OECTA President with personal salary information. The Board agrees to provide the local OECTA President with the personal salary information as allowed under the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 37 - ASSOCIATION REPRESENTATION ON COMMITTEES:

Where the Board establishes a committee mandated by the Ministry of Education or by the Board of Trustees, two (2) teacher member(s) shall be appointed by the Unit Executive. The Board shall notify the Unit whenever Board Committees are established.

ARTICLE 38 - ASSOCIATION BUSINESS/ASSOCIATION REPRESENTATION:

38.01 The Board recognizes the Unit appointment of one or more Association Representative(s) at each school and Board site.

38.02 The Board recognizes the right of members of the Bargaining Unit to have Association representation at disciplinary meetings.

- 38.03 An Association Representative shall be released from assigned duties without loss of any benefits, including pay, to attend a meeting with a member of the Bargaining Unit called by the Principal and/or Vice Principal.
- 38.04 Where an Association Representative is unavailable to accompany a member to a meeting as outlined in 38.03 above, an Alternative Bargaining Unit Representative, may serve in that capacity.
- 38.05 In the event that a member is disciplined with written documentation to the member's personnel file, the Board shall immediately notify the Bargaining Unit.

ARTICLE 39 - PROFESSIONAL TEACHER QUALIFICATIONS:

All persons employed as teachers shall possess professional teacher qualifications recognized by the Ministry of Education, the Qualifications Evaluation Council of Ontario, and the Ontario College of Teachers.

ARTICLE 40 - COLLEGE OF TEACHER COMPLAINTS:

If a teacher is the subject of an investigation by the College of Teachers, that does not arise from a criminal matter, no punitive action (i.e. dismissal, suspension without pay), will be taken against said teacher by the Board during the investigation. At the request of the teacher, any notice thereof from the College of Teachers shall be removed from the teacher's personnel file once the teacher has been exonerated.

ARTICLE 41 - HEALTH AND SAFETY COMMITTEE:

- 41.01 Teachers who serve on the Joint Health and Safety Committee, as well as teachers who may be appointed as the health and safety officer within the school, shall carry out their duties during the regularly scheduled instructional day.
- 41.02 Teachers who are absent from their regular teaching duties to perform health and safety related duties shall be paid their regular grid salary and applicable allowance, if any.
- 41.03 All teachers serving on the Joint Health and Safety Committee or on a worksite based committee shall receive training as required under the Ontario Occupational Health and Safety Act.
- 41.04 All teacher training related to the Joint Health and Safety Committee and/or a worksite based committee, as well as Workplace Hazardous Material Information Sheets training, shall be conducted during the regularly scheduled instructional day.

ARTICLE 42 - CONTINUING EDUCATION:

- 42.01 "Continuing Education Teacher" as referred to in this agreement shall mean a teacher employed to teach a Continuing Education course, program or class, as per posted

times and dates. "Continuing Education Course" shall mean a credit course or a program or a class developed from Ministry of Education guidelines or approved by the Ministry of Education.

- 42.02 All such Continuing Education teacher positions that arise from the implementation of this article shall be posted and filled as per Article 21.
- 42.03 The Board shall provide, to the Peterborough Victoria Northumberland Clarington OECTA Unit President, a list of the teachers employed in each session of Continuing Education within one (1) week of the commencement of each session.
- 42.04 A member placed in a position as per (1) above, as a Continuing Education teacher, shall be given a statement confirming their assignment, stating the location of the course, program or class, the name of the course, program or class, the start and end date of the course, program or class and the hourly compensation as agreed herein.
- 42.05 Association fees in the amount of 1.25% of salary shall be deducted from each Continuing Education teacher, and the Board shall remit the amount to OECTA Provincial Secretary-Treasurer as per Article 7.03 (c).
- 42.06 A Continuing Education teacher shall be entitled to leave of absence with pay for:
1. bereavement 2 days for immediate family as defined in Article 13.01
 2. bereavement 1 day for family as defined in Article 13.02
- 42.07 All contractual language affecting Continuing Education teachers is found within this Article with the exception of the following:
- Article 1 – Recognition
 - Article 2 – Duration
 - Article 24 - Grievance Procedure
 - Part A – Central Terms
- 42.08 It is agreed that the employment of a Continuing Education teacher is conclusively deemed to be terminated upon the completion of the course, program or class which the teacher was employed to teach or the date of cancellation of the course, program or class which the teacher was employed to teach.
- 42.09 It is agreed that "Out of School Instruction" assignments are considered Bargaining Unit work and as such shall first be offered to members of the Bargaining Unit in the following order:
- student's classroom teacher(s)
 - teachers within the student's school
 - board choice for qualified available teacher
- 42.10 All continuing education programs, except those defined in 42.09 shall be delivered on school board premises or designated facilities, using school board equipment, and scheduled during the hours of the regular school day. It is understood that continuing education programs offered as night school by the Board shall occur outside the regular school day.
- 42.11 The hourly rate of pay for Continuing Education teachers teaching a credit course, or any elementary program or class shall be:

September 1, 2014	\$42.31
September 1, 2016	\$42.73
Effective 98th day of 2016-2107	\$42.92

The above rates include vacation and statutory holiday pay, and are based only on scheduled classroom teaching hours.

ARTICLE 43 - BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC):

The JSC will operate under the provisions of Part A – Central Terms with the addition of the following:

- 43.01 The parties agree that the JSC will provide a higher level of openness, disclosure and meaningful consultation in an atmosphere of cooperation and transparency. More particularly, it is intended that teachers be given an opportunity to provide informed input into Board staffing decisions and to develop a better understanding of the reasons for the decisions made by the Board with respect to staffing. The Committee may consult with any mutually agreed upon resource staff.
- 43.02 The JSC shall consider, review, advise and make recommendations related to the following areas:
- a) the staffing model for secondary schools as it relates to Student Success, High Skills Majors, Dual Credits, Learning to 18 and Credit Recovery Teachers.
 - b) any other matters related to staffing as mutually agreed upon.

ARTICLE 44 - STAFFING FOR EXPELLED AND SUSPENDED ELEMENTARY/SECONDARY STUDENTS PROGRAM:

- 44.01 The delivery of the Expelled and Suspended Students Program is Bargaining Unit work and as such falls within the parameters of this collective agreement.
- 44.02 Teaching positions associated with Expelled and Suspended Students Program shall be posted as per Article 7.02 (e).
- 44.03 The workload for teacher(s) delivering the Expelled and Suspended Students Program shall be as set out in this collective agreement.
- 44.04 The teacher(s) assigned to the Expelled and Suspended Students Program shall be outside of the average class size provision as mandated by the Education Act.
- 44.05 The teacher of the Expelled and Suspended Students Program and the classroom teacher shall consult and cooperate in the delivery of the program. It is understood that for suspensions of six (6) to twenty (20) days, the teacher assigned to the Expelled and Suspended Students Program is responsible for daily lesson planning and delivery. Long term planning and assessment for the student remain the responsibility

of the student's regular classroom teacher(s) for no longer than a twenty (20) day period or until expulsion, whichever occurs first.

ARTICLE 45 -TEACHING LOAD

- 45.01 The Board shall ensure that the assignment of teaching load, teaching time, supervision duties, and other related assignments will be done in a fair and equitable manner for all teachers, and is subject to review by the Board-Level Joint Staffing Committee.
- 45.02 The parties agree that the provision of extra-curricular activities in our schools has had a long and successful history and are confident such activities shall take place within a voluntary framework.

ARTICLE 46 - CRIMINAL BACKGROUND CHECKS

- 46.01 The teacher shall submit to Human Resource Services upon hire, a Criminal Background Check which includes the Vulnerable Sector Screening component as per the Criminal Code of Canada.
- 46.02 Criminal Background Checks collected on or before and after July 31, 2003, are placed in the teacher's confidential personnel file. An Annual Offence Declaration shall be completed electronically by each teacher and stored via E-Serve. The Board will comply with requirements set out in the Ontario Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 47 - JOINT LABOUR/MANAGEMENT COMMITTEE

The parties agree that the Joint Labour/Management Committee shall meet monthly, or as mutually agreed to by the parties, to discuss issues of any concern to the parties.

ARTICLE 48 - ELEMENTARY STUDENT ASSESSMENT COMMITTEE

An ad-hoc joint committee composed of three (3) members appointed by the Bargaining Unit and three (3) members appointed by the Board shall be convened to review and discuss, best practices and make recommendations regarding the implementation of elementary student assessment and reporting.

The Committee shall meet as often as required upon mutual agreement.

Recommendations approved by the committee shall be forwarded to the Superintendent responsible for assessment for implementation the following school year.

ARTICLE 49 - CLOSURE AND AMALGAMATION OF SCHOOLS

In the event that the Board engages in a Pupil Accommodation Review to determine a school closure, amalgamation or consolidation, the Accommodation Review Committee will consult with the Joint Labour/Management Committee to review all staffing issues.

LETTERS OF INTENT AND LETTERS OF UNDERSTANDING

LETTER OF INTENT - HARASSMENT POLICY

The Board and the Teachers agree that every employee has the right to freedom from harassment in the workplace. Harassment complaints will be addressed in accordance with the Workplace Harassment Prevention Policy (402) of the Board dated 2002.

LETTER OF UNDERSTANDING - BENEFITS

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT Agreement, will remain status-quo for the 2008 to 2012 Collective Agreement.

Conditional upon approval by the Lieutenant Governor-in-Council, the parties shall meet not later than January 15, 2010, where agreement shall be reached regarding the amount of funds allocated through the PDT to the Bargaining Unit for the purpose of benefit enhancements effective September 1, 2010.

Upon written request, the Board shall provide the Bargaining Unit with the requested disclosure of benefit information in order to inform decision making on benefit enhancements for September 1, 2010. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process for the benefits as outlined in Article 8.

Not later than May 1, 2010, the Bargaining Unit shall have discussions with, and inform, the Board of the benefit improvements that shall take effect September 1, 2010, as per the Provincial Discussion Table Agreement dated May 1, 2008.

LETTER OF UNDERSTANDING - ELEMENTARY E-LEARNING COURSES/PROGRAMS and CLASSES

In the event that the Board initiates a program or process for implementation of Elementary E- Learning Courses/Programs, and Classes, the parties agree to form a joint committee of six (6), three (3) representatives appointed by the Unit and three (3) representatives appointed by the Board, to study, research, and make recommendations regarding the implementation of such vehicles.

LETTER OF UNDERSTANDING - NEW TEACHER INDUCTION PROGRAM

The performance appraisal of new teachers shall be conducted in accordance with the Education Act and Regulations.

It is understood that the following concepts will be incorporated into the implementation of all new teacher performance appraisals:

- to foster, support and recognize excellence in teaching
- to promote the professional growth of teachers
- to identify the professional strengths of teachers and areas for possible development and review
- to enhance the classroom learning environment.

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- that the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31st
- that the Board will notify the President of the Bargaining Unit within ten (10) working days of any new teacher receiving a Development Needed or Unsatisfactory rating
- voluntary activities shall not be evaluated within the context of the New Teacher
- Performance Appraisal process.

LETTER OF UNDERSTANDING - PERFORMANCE APPRAISAL of EXPERIENCED TEACHERS

The performance appraisal of experienced teachers shall be conducted in accordance with the Education Act and Regulations.

It is understood that the following concepts will be incorporated into the implementation of all teacher performance appraisals:

- to foster, support and recognize excellence in teaching
- to promote the professional growth of teachers
- to identify the professional strengths of teachers and areas for possible development and review
- to enhance the classroom learning environment

It is further understood:

- no member of the Bargaining Unit shall participate in the performance appraisal of another member
- that the Bargaining Unit shall be provided with the names of teachers who are on the performance appraisal cycle by October 31st each year
- that the Board will notify the President of the Bargaining Unit within ten (10) working days of any teacher receiving an unsatisfactory rating
- voluntary activities shall not be evaluated within the context of the Teacher Performance
- Appraisal process.

LETTER OF UNDERSTANDING - SCHOOL DAY SCHEDULE

The parties agree to form a joint committee of six (6) representatives composed of three (3) representatives appointed by each party to examine and make recommendations for the piloting of a Balanced School Day schedule in at least two (2) elementary schools on or before September 1, 2006. The parties further agree that the implementation of Balanced School Day pilots will proceed only with the approval of Administration and the local OECTA Unit Executive.

LETTER OF UNDERSTANDING - CONTINUING EDUCATION COMMITTEE

During the 2015-2016 school year a joint Board/Unit Committee will be struck to meet regarding all issues relating to continuing education including but not limited to training, supervision and program delivery.

LETTER OF UNDERSTANDING - RELIGIOUS EDUCATION PART 1 AQ COURSE SUBSIDY

The Peterborough Victoria Northumberland and Clarington Catholic District School Board is committed to the faith development of its students and therefore recognizes the need for all statutory (permanent) teachers to be qualified in the area of Religious Education.

Teachers who successfully complete the Religious Education Part 1 AQ Course that is offered through the Peterborough Victoria Northumberland and Clarington Catholic District School Board as course provider, will be subsidized (reimbursed) at \$500 per course. The Board will reimburse the teachers directly.

The following criteria must be met:

- Religious Education Part 1 AQ course (OECTA Provincial recognized course)
- In-class AQ course (not exclusively on-line)
- AQ course provided by the PVNC CDSB only
- Registration or completion of course since September 2014

Teachers will be required to submit 1) a subsidy claim form provided by the PVNC CDSB, AND, 2) proof of course registration, AND, 3) proof of successful completion of course to the attention of the Human Resources Officer. The Board will remind permanent teachers of the steps each year via memoranda for the duration of this collective agreement. This Letter of Understanding will expire on August 31st, 2017.

LETTER OF UNDERSTANDING - TECHNOLOGICAL STUDIES ADVISORY COMMITTEE

A Joint Board OECTA Committee shall be established to review and make recommendations on issues related to technological studies, programming and Health and Safety at the secondary level. The Committee shall consist of one OECTA appointee from each secondary school and up to six Board appointees.

The Committee will be chaired by a secondary school Principal selected through discussions with the Joint Labour/Management Committee.

The Committee will meet twice per year to be scheduled during secondary exam days.

LETTER OF UNDERSTANDING - TEACHERS RETURNING FROM LONG TERM DISABILITY (LTD) LEAVE

The parties agree that the process of placing a teacher who returns from LTD after two (2) years shall be collaborative and take into account both the teacher's preference and the system needs.

Should any such cases arise during the life of the Collective Agreement, the parties agree to discuss the matter at the Joint Labour/Management Committee.

LETTER OF UNDERSTANDING - CURRICULUM CHAIRS - TERM APPOINTMENTS

Further to amendments made to Article 7.02 (c) Curriculum Chairs, the parties agree to this letter of understanding so that terms of current Curriculum Chairs can be addressed immediately and staggered.

The parties agree that for clarity, the current Curriculum Chairs terms shall expire on the following dates:

YEARS APPOINTED	TERM EXPIRES
2006 and prior =	6/30/2017
2007-2010 =	6/30/2018
2011-2013 =	6/30/2019
2014 - 2015	6/30/2020

Effective September 1, 2015 Curriculum Chairs shall consist of a five (5) year term. A list of current Curriculum Chairs and their term dates will be maintained by Human Resource Services and the OECTA unit.

Should any of these Curriculum Chairs post into a new Curriculum Chair assignment, it is understood they will begin a new term as outlined in Article 7.02 (c).

This letter of understanding is made on a without precedent or prejudice basis and shall expire June 30, 2020.

The parties to this Agreement represented in negotiations by the following:

OECTA

Bell, Patricia
Butler, Andrew
DiCiocco, Gino
Jones, Mary Jo
McNeely, Kelly
Piggott, Dan
Spence, Dean

BOARD

Aquin, Christine
Bradica, Frank
Joly, Mark
Kahler, Darren
Mather, Diane
Michie, Dawn
Selby, Julie
Smith, Teri

Hereby agree, one with the other, to abide with the articles of this Agreement in the Catholic Schools of the Counties of Peterborough, Victoria, Northumberland and the Municipality of Clarington for a period from September 1, 2014, to August 31, 2017, inclusive.

Dated at Peterborough, Ontario, this 3rd day of March, 2016.

SIGNED: Patricia Bell
Ms. Patricia Bell
Collective Bargaining/Teacher
Welfare/Grievance Officer
OECTA-PVNC Unit

SIGNED: Dawn Michie
Ms. Dawn Michie,
Superintendent, Human Resource
Services
PVNC Catholic District School Board

SIGNED: Dean Spence
Mr. Dean Spence
Unit President
OECTA-PVNC Unit

SIGNED: Darren Kahler
Mr. Darren J. Kahler, CHRP
Manager of Human Resources Services
PVNC Catholic District School Board

SIGNED: Gino DiCiocco
Mr. Gino DiCiocco
Executive Assistant Bargaining &
Contract Services
Ontario English Catholic Teachers'
Association

SIGNED: Christine Aquin
Ms. Christine Aquin
Human Resource Officer
PVNC Catholic District School Board

**PETERBOROUGH VICTORIA NORTHUMBERLAND AND CLARINGTON
CATHOLIC DISTRICT SCHOOL BOARD**

PETER L. ROACH CATHOLIC EDUCATION CENTRE
1355 LANSDOWNE STREET WEST
PETERBOROUGH, ONTARIO
K9J 7M3

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1-800-461-8009

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Peterborough, ON K9H 2V9

705-742-7843

1-844-742-7843

FAX 705-742-8599

www.pvncoecta.ca

OECTA Provincial Office

1-800-268-7230

www.oecta.on.ca

Ontario College of Teachers

1-888-534-2222

1-416-961-8800

www.oct.ca

Ontario Teachers' Pension Plan Board

1-800-668-0105

www.otpp.com

**Qualifications Evaluation Council of Ontario
(QECO)**

1-800-385-1030

www.geco.on.ca

Manulife Financial (Benefit Coverage)

1-877-268-3763

www.coverme.com

Shepell-fgi (Employee Assistance Plan)

1-800-387-4765 (English)

1-800-361-5676 (French)

www.fgiworld.com