



COLLECTIVE AGREEMENT

between

THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

and

**THE WATERLOO OCCASIONAL TEACHER LOCAL OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

September 1, 2014- August 31, 2017

This agreement consists of Parts A and B. Part A includes language agreed to at the central table. Part B includes language agreed to at the local table.

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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"/> Right <input type="checkbox"/> <input type="checkbox"/> Gripping <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.

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Preamble

As disciples of Christ, we educate and nurture hope in all learners to realize their full potential to transform God's world.

Article 1 - Purpose

1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Association, and to provide for the prompt and equitable disposition of grievances.

Article 2 - Definitions

2.01 (a) "*Teacher*" shall mean any employee of the Board who falls within the term "*Teacher*" as defined in the Education Act, Part X.1, s.277.1, and who is engaged in a teaching function, but does not include a supervisory officer, a principal or a vice-principal.

(b) "*Occasional Teacher*" shall mean an Occasional Teacher as defined in the Education Act, s.1.1:

For the purposes of this Act, a teacher is an Occasional Teacher if he or she is employed by a Board to teach as a substitute for a teacher who is or was employed, by the Board in a position that is part of its regular teaching staff including Continuing Education Teachers but

i) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him/her shall not extend past the end of the school year in which the death occurred; and

ii) if the teacher substitutes for a teacher who is absent from his/her duties for a temporary period, the teacher's employment as a substitute for him/her shall not extend past the end of the second school year after his/her absence begins.

(c) "*Casual Occasional Teacher*" shall mean any Occasional Teacher employed by the Board for a period of 13 or less consecutive days as a replacement for a teacher.

(d) "*Long Term Occasional Teacher*" shall mean an Occasional Teacher who has worked for a period of 14 or more consecutive days as a replacement for a teacher.

(e) "*Intermittent pre-determined*" shall mean a long term position of which the Board has had advance written notice that a teacher shall be absent from his/her classroom duties for reasons such as scheduled workshops, professional duties, illness, etc. for accumulative, but not consecutive number of days, which shall be at least fourteen (14) days and the Board has elected

to have the absent teacher replaced by the same Occasional Teacher. Pay adjustment shall be made retroactive upon completion of the 14th day.

- (f) An individual for whom the Board has secured a Letter of Permission under Regulation 142 to act as a replacement teacher shall be deemed to be an Occasional Teacher. The Board shall forward to the Association the names of such individuals on or before November 30th and April 30th of each year.

2.02 “Days” mean instructional days unless otherwise specifically provided. “*Instructional days*” shall be those designated each school year by the Board, and do not include professional activity days or school holidays.

- (a) Each Long Term Occasional Teacher shall have a dated “*Long Term Occasional Teacher Letter of Employment*” specifying the assignment, duration and salary. A true copy of such letter shall be rendered to the Occasional Teacher. Failure by the Board to render such letter does not remove the Occasional Teachers’ rights under 2.01 (d).
- (b) In the event that the Long Term Occasional Teacher’s letter of employment is to be terminated prior to the original termination date, the Long Term Occasional Teacher shall be given five (5) instructional days notice or five (5) days pay in lieu of notice. If the Teacher is to be given the five (5) days pay in lieu of notice, the Teacher shall be assigned elsewhere for those days.
- (c) In determining whether to grant a Long Term Occasional Teacher Letter of Employment, the Board shall regard professional activity days, statutory holidays, illness or days when schools are closed by the Board as not breaking the consecutiveness of the days involved.
- (d) The Board shall not break the consecutiveness of days of an assignment which already is a Long Term Occasional Teacher assignment, or which may become a Long Term Occasional Teacher assignment.

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

Article 3 - Recognition

- 3.01 This Agreement shall apply to all employees in the bargaining unit, who are Occasional Teachers employed by the Waterloo Catholic District School Board.
- 3.02 The Board recognizes the Association as the exclusive bargaining agent for all Occasional Teachers employed by the Board.

Article 4 - Scope

- 4.01 No fulltime Teacher, as defined in Article 2.01 (a) above, shall be covered by this Agreement. However, a person who is employed by the Board as a teacher in respect of a part-time employment, and who is accepted by the Board for additional

employment as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teaching employment.

- 4.02 No person in any International Languages Programme, Continuing Education or similar such program operated by the Board, shall be covered by this Agreement. However, such person who is legally employed as an Occasional Teacher, shall be covered by this Agreement in respect of such Occasional Teaching assignment.

Article 5 – Changes as Required by Law

- 5.01 In the event that this Agreement is altered by an outside party authorized by law to do so, those provisions so altered shall be subject to discussions between the Board and the Unit.

Article 6 – Freedom of Information Requests

- 6.01 The Director of Education shall consider written requests to provide the teachers with any documents and/or data consistent with the rights provided in the Municipal Freedom of Information and Protection of Privacy Act as amended from time to time.

Article 7 - Management Rights

- 7.01 The Association recognizes that it is the right of the Board to exercise the regular and customary functions of management and to direct the staff subject to the terms of the Agreement. These may include: hire, assign work, promote, suspend, transfer, layoff, or discipline/discharge for just cause.
- 7.02 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board, and to exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the current Ontario Labour Relations Act, the Education Act and the Regulations of the Ministry of Education, Occupational Health and Safety Act, Ontario Human Rights Code, and any other applicable Act or Regulation.
- 7.03 The Board recognizes that every employee has the right to employment free of harassment and the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, age, record of offences, marital status, family status, handicap, or membership in OECTA as per the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004, as may be amended from time to time.
- 7.04 A teacher who has a claim against the Board for discrimination or harassment involving any of the above shall proceed through the Grievance Procedure within seven (7) calendar days as per Article 16.03 Procedure Step Two.
- 7.05 The Board shall endeavor to provide a workplace free of harassment as defined in the Ontario Human Rights Code, for all teachers.

7.06 The Board and the Occasional Teachers recognize that every teacher has the right to security of person in the workplace.

Article 8 - Association Security

- 8.01 (a) The Board shall supply the Association with an up to date list of the Occasional Teachers and their addresses on or before October 31st and March 31st.
- (b) Regular e-mail updates shall be sent to the Association Office as changes occur.
- (c) Occasional Teachers shall become members of the Association from the first day of work for the Board.
- (d) In addition to the Occasional Teacher Roster, the Board shall provide the Association with the names of the persons who are employed to replace teachers under Regulation 298 Section 21 emergency provision when no Occasional Teacher is available for placement. The Board shall also provide the Association with the names of all persons employed on Letters of Permission. These lists shall be provided electronically to the Association on October 31st and March 31st.
- (e) The Board shall provide the Association with a list of people employed on long-term assignments beginning September 30th of each school year and monthly thereafter.

Article 9 - Just Cause/Probation

- 9.01 (a) The probationary period for an Occasional Teacher shall be thirty-five (35) teaching days or the completion of one (1) school year.
- (b) No Occasional Teacher who has completed his/her probationary period shall be disciplined or discharged without just cause.
- (c) During the probationary period, an Occasional Teacher may be removed from the Occasional Teachers' List only after OECTA has made a presentation to the Superintendent of Human Resource Services. In such an instance there shall be no recourse to the grievance procedure.

Article 10 - Association Dues

10.01 During the term of this Agreement, the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the regular monthly fees and dues as certified by the Association to be currently in effect according to the Constitution and By-laws of the Association. The Association shall notify the Board in writing, no later than August 31 for the following November, as to the amount of dues or fees currently in effect according to its Constitution and By-laws.

- 10.02 In addition to the above, the Board shall deduct from persons employed as an Occasional Teacher who are on a Letter of Permission or employed under Regulation 298 Section 21, the same deduction as per Article 8.01 with a list of names, Social Insurance Number, the amount of the dues deducted and an indication of the Regulation he/she was employed under which.
- 10.03 Upon request from OECTA – Waterloo Unit, the Board shall deduct a levy from those teachers paying Association Dues referred to in 8.01 and 8.02, as certified by the Unit to be currently in effect. The Unit shall inform the Board in writing, no later than August 31 for the following November, as to the amount and frequency of the levy. The monies shall be remitted to the Waterloo Unit OECTA within sixty (60) days of the request.
- 10.04 The Association shall indemnify and save the Board harmless with respect to all claims, suits, judgments, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.

Article 11 - Strikes and Lockouts

- 11.01 There shall be no strike or lockout during the term of this Agreement or any renewal of the Agreement brought about through failure of either party to serve notice of proposed changes in accordance with the Ontario Labour Relations Act.

Article 12 - Association Representation

- 12.01 A teacher's participation in OECTA shall be recognized as being a positive contribution to the school system.
- 12.02 The Association may appoint, or otherwise select, a bargaining committee. Such committee shall represent the Association in all negotiations with the representatives of the Board in the renewal or amendment of this Agreement.
- 12.03 Where a prospective Long Term Occasional Teacher is required to attend negotiation meetings during the period required to qualify for a Long Term Occasional position, the day(s) spent at negotiations shall be considered as teaching day(s) for the purpose of accumulating the required number of teaching days, and the Long Term Occasional Teacher shall be paid by the Board, the daily rate of an Occasional Teacher for such day(s) spent in negotiations.
- 12.04 The Association and the Board agree that there shall be no discrimination, intimidation, restraint or coercion exercised by the Association or any of its members or by the Board with respect to any employee of the Board on the basis of membership in the Association or lawful activity of the Association.
- 12.05 (a) The Board shall pay for up to three (3) executive members of the Association who attend the following meetings with the Board on behalf of the Association:

- Association/Management
- Grievance
- Liaison Committee (*letter of understanding*)

(b) Payment shall apply only to meetings held within school hours and be pro-rated to the teaching time required to attend the meeting.

12.06 (a) Upon request from the Unit, a teacher shall be released from his/her duties to perform official Association/Federation business with the consent of the Human Resource Officer or designate.

(b) The Association and/or employees covered by this Agreement will not engage in Association activities during working hours without the permission of the Human Resource Officer.

(c) Occasional Teachers may request the use of a room to conduct Association business. This request shall be approved by the immediate supervisor provided that it does not interfere with the instructional program or community use.

(d) If the immediate supervisor or Supervisory Officer requests a disciplinary meeting with a teacher, the immediate supervisor or Supervisory Officer shall inform the teacher in advance, so that they may choose to have Association representation at that meeting.

Article 13 – Long Term Occasional Teacher Leaves of Absence

13.01 Sick Leave

(a) Sick leave shall be allocated in accordance with Part A, Section 4 of this collective agreement.

(b) An Occasional Teacher shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon his/her duties without loss of pay or sick leave credits, with the understanding the teacher is not currently on sick leave. The Board has the right to request appropriate documentation in such circumstances.

13.02 Other Leaves with Pay

(a) In the event of a death of an employee's spouse, child, step-child, ward, brother, sister, step-parent, or parent, leave shall be granted without loss of pay or service credit for up to five (5) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.

- (b) In the event of a death of an employee's mother-in-law, father-in-law, fiancé/fiancee, grandparents or grandchild, leave shall be granted without loss of pay or service credit for three (3) working days within an eight (8) consecutive calendar day period beginning with the date of death. One (1) of the three (3) days may be used after the eight (8) calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- (c) At the discretion of the Human Resources Officer or designate one (1) day shall be granted for the purpose of attending a funeral.
- (d)
 - i) A male teacher shall be granted up to a maximum of four (4) days effective September 1, 2008 for needs directly related to the birth of his child without loss of pay or service credit.
 - ii) For adoption leave the employee shall have the option of Plan A or Plan B.
 - a) **Plan A**
A teacher shall be granted special leave without loss of pay effective September 1, 2008 up to a maximum of four (4) days for needs directly related to the legal adoption of a child.
 - b) **Plan B**
Where a teacher officially adopts a child, leave of absence may be granted under the same terms and conditions as outlined for Pregnancy/Parenting leave except for proof of pregnancy. The teacher shall notify the Board when initial approval of the adoption application is received from the adoption agency.
- (e) Short term compassionate leave for very good reason may be granted at the discretion of the Human Resources Officer or designate with or without loss of pay, service credit and/or sick leave credit.
- (f) Emergency leave up to one-half (0.5) day requires the approval of the Principal or designate.
- (g) Leaves may be granted with the approval of the Human Resource Officer or designate with or without pay and/or service credit for reasons not otherwise specified in this Agreement.

13.03 Leaves Without Pay

- (a) Association Business
 - i) An Occasional Teacher who is elected to the position of Vice-President of the Association shall, if the duties of the office are such that the Vice-President is required to be unavailable for assignment, be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.

ii) The Local of the Association may, if it so chooses, designate an Occasional Teacher to assist in Association business. If such Occasional Teacher thereby becomes unavailable for assignment, such Occasional Teacher shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability but not for longer than one (1) school year at a time.

iii) The Board shall consider such time as teaching experience for any purpose outlined in Article 20 of the collective agreement.

iv) Seniority, experience and the accumulation of sick leave credits shall continue during the leave.

(b) Other

An Occasional Teacher, who because of illness, pregnancy, parental, adoption of a child, or other personal reason becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for a period of up to one (1) year.

13.04 Any Occasional Teacher becoming unavailable for assignment pursuant to 13.03 (a), (b) above shall inform the Human Resource Officer in writing of the date of commencement of and return from the period of unavailability.

Article 14 – Communication/Posting

14.01 The Board shall provide space on a bulletin board in each school accessible to the Occasional Teachers and upon which the Association shall have the right to post notices related to Association business.

14.02 All correspondence between the Board and the Association arising out of this Agreement, or incidental thereto, shall pass to and from the Human Resource Officer, or designate, and the President of the Local Unit, or designate.

14.03 All Occasional Teachers shall be provided with access to the Board's e-mail and Staffnet system.

14.04 The Unit shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.

Article 15 – Occasional Teacher Liaison Committee

15.01 The Occasional Teacher Liaison Committee shall be composed of three (3) representatives appointed by the Bargaining Unit and three (3) representatives appointed by the Board. The two groups shall each nominate one (1) of their members as a co-chairperson. The committee shall meet as necessary to discuss workplace issues.

Article 16 - Grievance Procedure

16.01 Definition

A grievance is any difference or dispute which relates to the interpretation, application, administration, or alleged violation of the provisions of this Agreement.

16.02 Protocol

These differences or disputes exist between the Board, and the Unit acting on behalf of its members (individual or group). All decisions, statements, and grievances shall be submitted in writing by registered mail or hand delivery. The date of registration/delivery shall be deemed to be the date of any submission, decision or Board Grievance. The time limits may be extended by mutual agreement of the parties, in writing.

16.03 Individual Teacher Grievance

PROCEDURE STEP ONE

The Unit on behalf of the grievor, if necessary, shall submit a concise written statement of the grievance of the alleged violations of the provisions of the Collective Agreement and the redress sought to the Director of Education or designate. This action shall be taken within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August.

PROCEDURE STEP TWO

- (a) Within seven (7) consecutive calendar days of the receipt of the statement of the grievance, exclusive of July and August, the Director of Education, or designate, shall meet with the Unit on behalf of the grievor to discuss the matter. The Director of Education or designate shall give a written decision to the Unit within seven (7) consecutive calendar days of the meeting, exclusive of July and August.
- (b) Notwithstanding the above, if a teacher accesses the Board's Employee Workplace Harassment/Discrimination Prevention Policy dated February 20, 2004, as may be amended from time to time, and does not reach resolution, the teacher may access the Grievance Procedure at Step Two within seven (7) consecutive calendar days, exclusive of July and August.

PROCEDURE STEP THREE

- (a) If, in the opinion of the Unit, the grievance remains unresolved by the decision of the Director of Education or designate, the Unit shall, within fifteen (15) consecutive calendar days, exclusive of July and August, notify the other party of its desire to submit the grievance to arbitration. The notice and subsequent procedure shall be in accordance with Section 48 of the OLRA (Ontario Labour Relations Act).

The recipient of the notice shall, within five (5) consecutive calendar days, exclusive of July and August, inform the other party either that it accepts the other party's nominee as a single arbitrator or inform the other party of the name of its appointee to the arbitration board.

In the case of an arbitration board, where two (2) appointees are so selected they shall, within five (5) consecutive calendar days of the appointment of the second of them, exclusive of July and August, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to nominate a single arbitrator or if the two (2) appointees fail to agree upon a chairperson within the time limits in the case of a board of arbitration or the parties fail to agree on a single arbitrator, the appointment shall be made by the Minister of Labour (*established under the OLRA*) upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference and shall issue a decision binding upon the parties.

- (b) Prior to the arbitration hearing, either party may request grievance mediation by application to the Minister of Labour. The party applying shall immediately inform, in writing, the other party of said application. All timelines shall be suspended until the grievance mediation is held.
- (c) Each party shall bear the expenses of its own appointee(s), in the case of an arbitration board and it's witnesses, and the expense of the Chairperson of an arbitration board or a single arbitrator, as the case may be, shall be shared equally by the Unit and the Board.

16.04 Group Grievance

If a common grievance concerning two or more members arises, it shall be submitted by the Unit to the Director of Education of the Board within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July and August. If within twenty (20) consecutive calendar days, exclusive of July and August, the grievance remains unresolved, the Unit with the concurrence of the grievor may proceed to Step Three (3) of the Teacher Grievance Procedure.

16.05 Unit Grievance

Where a grievance involves a question of general application or interpretation, the Board or the Unit may initiate the grievance by filing it with the Unit or the Director of Education, as the case may be, within sixty (60) consecutive calendar days, exclusive of July and August, of the event giving rise to the grievance and thereafter treat the grievance as if it were at Step Two (2) of the Teacher Grievance Procedure and thereafter at Step Three (3) if the grieving party so requests in conformity with the time limitations of the Procedure. No matter may be treated as a grievance under this clause if it could have been the subject of an individual employee or group grievance hereunder.

16.06 Board Grievance

Should the Board have a grievance with the Unit, it shall refer the grievance to the appropriate executive of the Unit within sixty (60) consecutive calendar days of the event giving rise to the grievance, exclusive of July & August. If within twenty (20) consecutive calendar days, the grievance remains unresolved, the Board may proceed to Step Three (3) of the Teacher Grievance Procedure.

16.07 Representation

The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the Grievance Arbitration Procedure.

16.08 Arbitration Board or the Single Arbitrator

The Arbitration Board or the single arbitrator as the case may be, may relieve against any breach of such time limits on terms it considers fair and equitable.

16.09 Attendance of Witnesses

The Chairperson of the Board of Arbitration or sole arbitrator as the case may be shall have the power to summon and enforce the attendance of witnesses and to compel them to give oral or written evidence on oath in the same manner as a court of record in civil cases, and to administer oaths.

16.10 Mediation

As outlined in Section 50 of the Ontario Labour Relations Act, the parties, at any time, may agree to refer one or more grievances to Grievance Mediation or Mediation Arbitration for the purpose of resolving the grievance in an expeditious and informal manner.

16.11 Expedited Arbitration

Notwithstanding the procedure above, either party may request access to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

Article 17 - Personnel Files

17.01 All Occasional Teachers shall have access to review their personnel files upon giving twenty-four (24) hours notice prior to viewing. The Occasional Teacher's file shall be examined in the presence of the person authorized by the Board. The Occasional Teacher, upon request, may make photocopies of any document from the file.

17.02 Each Occasional Teacher shall have the right to object in writing to any item in the file and such objection shall be attached to the disputed document. No written objection shall be removed from the Occasional Teacher's file without the Occasional Teacher's consent.

17.03 No documents, assessments or written comments, any of which are derogatory, shall be placed in an Occasional Teacher's file unless a copy is sent to the Occasional Teacher.

- 17.04 An Occasional Teacher may request in writing, through the Human Resource Officer, the removal of a negative report in his/her file. It is understood that there may be a denial of any such request.
- 17.05 Where an Occasional Teacher gives written authorization to another person acting on her/his behalf, to access the Occasional Teacher's personnel file, the Board shall provide such access and furnish copies of said file, if requested and so authorized.
- 17.06 A complaint received against a teacher shall be brought to the attention of the teacher as soon as possible but no later than fifteen (15) working days from the date of complaint. The specific nature and source of the complaint shall be disclosed to the teacher. The teacher shall be offered the opportunity to respond to the complaint with the participation and assistance of an OECTA release officer.
- 17.07 Each time a file is viewed by a Supervisory Officer, a Principal, the teacher or an OECTA release officer (when designated by the teacher), the following shall be recorded:
- (a) Date
 - (b) Viewed by
 - (c) Purpose

17.08 Investigation by the College of Teachers

If a teacher is the subject of an investigation by the College of Teachers, no action shall be taken upon said teacher by the Board, nor shall any notice thereof be included in the Teacher's personnel file until the Teacher and the Unit have been duly notified by the Board and without prior investigation by the Board.

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

Article 18 - Occasional Teacher Roster

- 18.01 The Board shall establish an Occasional Teacher Roster. This list shall mean the total of any sub lists of Occasional Teachers kept by the Board's Human Resource Services Department.
- 18.02 To be eligible for inclusion on the Occasional Teacher Roster, an Occasional Teacher must satisfy the requirements of the Education Act and the Ontario College of Teachers' Act and accompanying Regulations. Nothing herein shall prevent the Board from employing uncertified personnel in the case where a qualified Occasional Teacher is not available as per Regulation 298, Section 21.

18.03 Prior to being placed on the Occasional Teacher Roster, an Occasional Teacher must first be approved based on a Board's interview process, and also submit proof of College of Teachers membership and all other Board required documentation.

18.04 Once accepted for placement on the Occasional Teachers Roster, the Occasional Teacher shall:

(a) select the identified geographic area or geographic areas (e.g. *Kitchener-Waterloo, Cambridge, and rural schools*)

(b) select one or more of the following divisions:

- Primary
- Junior
- Intermediate – elementary
- Senior

18.05 (a) Work shall be distributed on a rotational basis in accordance with elections made in 18.04.

(b) The needs of schools can be accommodated where daily Occasional Teachers are required to replace Teachers who are involved in the Mount Mary program, serving on a committee, teacher relief etc., on a regular /frequent basis with the approval of Human Resource Officer to make arrangements to use the same daily Occasional Teacher on the basis of providing continuity for the Educational Program.

An Occasional Teacher assigned to such an intermittent pre-determined position shall be considered a Long Term Occasional Teacher under Article 2.01 (e) with the approval of the Human Resource Officer.

(c) the Board shall not unilaterally modify a teacher's chosen geographic area or chosen divisions, as per 18.04, job availability status or other elections to their profile, without written notification to the teacher and the Unit. Such written notification shall state the reason for the modification, unless prevented by law or regulation. This does not restrict the Unit rights under Article 16.

18.06 When an Occasional Teacher is called during the day in an emergency situation, the Occasional Teacher who responds to the call shall not be skipped in the regular rotation.

18.07 Call out for casual daily Occasional Teacher assignments shall occur between 6:00 p.m. and 10:00 p.m. and beginning at 6:00 a.m. for same day assignments.

18.08 (a) Completion of the Offense Declaration no later than August 31st of each year by an Occasional Teacher shall serve to inform the Human Resource Officer

of the teacher's intention to remain on the Occasional Teacher Roster and/or intent regarding Long Term Occasional Teacher Assignments for the following school year.

- (b) The Criminal Background Check and the yearly Offense Declarations required of members of the Bargaining Unit under Regulation 5.21/01 shall be stored in a confidential file.

18.09 All Occasional Teacher work shall first be assigned to Occasional Teachers on the Occasional Teacher Roster.

Article 19 - Daily Occasional Assigned Duties

- 19.01 (a) Each Occasional Teacher shall be assigned only the regularly scheduled duties and workload of the teacher being replaced. Planning time and supervision are included.
- (b) In Elementary schools, on single day placements, the Occasional Teachers shall receive a minimum forty (40) minute block of preparation and planning time. Notwithstanding, an Occasional Teacher replacing as FSL teacher or Planning Time Teacher shall receive planning and preparation time as per the Waterloo Elementary Bargaining Unit Collective Agreement.
- (c) In Secondary schools, an Occasional Teacher may be required to do an Emergency On-Call that may normally have been assigned to the teacher that he/she is replacing for the day.

19.02 An Occasional Teacher shall not be responsible for supervisory duties prior to the beginning of morning classes on the first day of an assignment. An alternate assignment for supervision may be made for later in the day.

19.03 (a) No Occasional Teacher shall be required to perform any medical procedure or administer medication to any student.

- (b) The Board shall, through existing or supplementary insurance coverage, insure teachers against claims arising from the administration of medication in emergency/non-emergency situations.

19.04 An Occasional Teacher assigned a half-day (0.5) in an elementary school for the morning session, may be required to perform lunch supervision if such supervision is part of the teacher's assignment on the day of the teacher's absence during the school's first lunch period supervision. Where the Occasional Teacher has accepted an afternoon teaching assignment he/she upon notification to the principal shall not be expected to do the applicable lunch hour supervision.

Article 20 - Long Term Occasional Positions

20.01 Long Term Occasional Assignments shall be granted in accordance with Part A, Section 17.

Article 21 - Method of Payment

(In accordance with Part A, Section 2) salary grids and allowances shall be as follows:

21.01 An Occasional Teacher employed by the Board shall be paid a daily salary for each day of casual assignment according to the following rate of pay:

<u>Effective September 1, 2014</u>	<u>\$224.85</u>
<u>Effective September 1, 2015</u>	<u>\$224.85</u>
<u>Effective September 1, 2016</u>	<u>\$227.10</u>
<u>Effective the 98th day of 2016-2017</u>	<u>\$228.24</u>

The rates outlined above are inclusive of statutory holiday and vacation pay.

21.02 A Long Term Occasional Teacher shall be paid in accordance with the current salary grid applicable to the Board’s Teachers. Category placement on the grid shall be determined in accordance with QECO Programme 5. The grid shall be in accordance with the Long Term Occasional Teacher’s recognized teaching experience and category placement. Payment of the teachers’ salary grid shall be retroactive to the first day of the Long Term Occasional Teacher assignment.

21.03 All Occasional Teachers shall be paid bi-weekly via electronic transfer. Pay statements are to be mailed and/or electronically transmitted upon issue.

21.04 An Occasional Teacher on a Long Term Occasional Teacher assignment shall be paid when the school(s) is/are closed by the Director due to inclement weather or emergency situations.

21.05 Notwithstanding the above, an Occasional Teacher employed by the Board in Continuing Education shall be paid an hourly rate as indicated in the table below:

Position	<u>Effective</u>	Basic Rate	Holiday Pay	Vacation	Total
SSC Supply Certified	<u>September 1, 2014</u>	36.00	1.16	1.55	38.71
	<u>September 1, 2015</u>	<u>36.00</u>	<u>1.16</u>	<u>1.55</u>	<u>38.71</u>
	<u>September 1, 2016</u>	<u>36.36</u>	<u>1.17</u>	<u>1.57</u>	<u>39.10</u>
	<u>98th day of 2016-2017</u>	<u>36.54</u>	<u>1.18</u>	<u>1.58</u>	<u>39.30</u>
SSC Supply Uncertified	<u>September 1, 2014</u>	23.23	0.75	1.00	24.98
	<u>September 1, 2015</u>	<u>23.23</u>	<u>0.75</u>	<u>1.00</u>	<u>24.98</u>
	<u>September 1, 2016</u>	<u>23.46</u>	<u>0.76</u>	<u>1.01</u>	<u>25.23</u>
	<u>98th day of 2016-2017</u>	<u>23.58</u>	<u>0.76</u>	<u>1.02</u>	<u>25.36</u>

Article 22 - Allowance for Experience for Long Term Occasional

22.01 Experience shall mean the time recognized for remuneration purposes consisting of all properly documented teaching experience gained subsequent to graduation from a Teachers’ College, or Faculty of Education, as a teacher employed with a school

board constituted under the Education Act, or an educational institution acceptable by the Board, and shall be recognized in full to the nearest month as of September 1st of each year.

- 22.02 (a) Teaching experience shall be based on teaching time as a qualified Teacher. Part year experience for Occasional Teachers shall be recognized with a 10% increment for each nineteen (19) teaching days of service.
- (b) Only that experience earned while holding an Ontario Teaching Certificate (or foreign equivalent) shall be recognized.

22.03 Upon assignment to a Long Term Occasional teaching position, a notification letter shall be sent from the Human Resources Officer indicating:

- approximate length of assignment
- rate of pay based on QECO rating
- number of accumulated sick days

A signed copy of the above mentioned notification letter must be returned to the Board.

22.04 (a) A Long Term Occasional Teacher's placement on the salary grid shall be determined through the use of QECO Programme 5. The onus of proof of an Occasional Teacher's placement on the schedule rests with the Occasional Teacher. Such proof must be documented.

(b) i) A Teacher presenting an evaluation statement from QECO by January 15th based on courses taken prior to September 1st, shall have his/her salary adjustment, if any, made retroactive to September 1st of that same school year.

ii) A Teacher presenting an evaluation statement from QECO by April 30th based on courses taken prior to December 31st, shall have his/her salary adjustment, if any, made retroactive to January 1st of that same school year.

iii) No adjustment shall be made until the Teacher has submitted proof of the completion date of the final course taken.

iv) No salary adjustments relevant to QECO placement shall be considered after April 30th for that school year during the term of this Agreement.

v) All submissions/correspondence with regards to this Clause shall be through the Human Resources Officer.

Article 23 - Benefits

23.01 Long Term Occasional Teachers assigned to a position for three (3) consecutive months or more shall be eligible to participate in the Board plans for Life Insurance, Accidental Death and Dismemberment, Extended Health and Dental Insurance on

the same basis as regular day school teachers. For part-time teachers the Board's share shall be pro-rated based on percentage of assignment. For retired teachers accepting a Long Term Occasional assignment, the benefits shall reflect those chosen upon retirement under the Retiree Benefit Plan as established prior to October 1, 2004.

Article 24 - Reporting to Assignment

- 24.01 An Occasional Teacher who reports for a half (0.5) day placement as a result of a dispatching error on the part of the Board shall be paid a half (0.5) day's pay for reporting as required, and shall be assigned appropriate duties by the Principal or designate.
- 24.02 An Occasional Teacher who reports for a full (1.0) day placement as a result of a dispatching error on the part of the Board shall be paid a full (1.0) day's pay for reporting as required, and shall be assigned appropriate duties by the Principal or designate. The Board may re-assign the teacher to another school if necessary.
- 24.03 An Occasional Teacher who reports for a placement and does not work because of inclement weather shall receive a half-day's (0.5) pay.

Article 25 - Professional Development Days

- 25.01 A Long Term Occasional Teacher shall be required to attend professional activity days commensurate with the percentage of contractual time which they are deemed to hold.
- 25.02 An Occasional Teacher not meeting the conditions in Article 25.01 may attend, without pay, scheduled professional development days arranged by the Board.

Article 26 - Travel Allowance

- 26.01 A travel allowance in accordance with Board Policy, AP Memo APS010, shall be paid to Occasional Teachers when replacing Itinerant Teachers.
- 26.02 An Occasional Teacher who accepts a single assignment at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. It is understood that an Occasional Teacher accepting such an assignment has travel time exclusive of preparation time and supervision time, and only on such an assignment may where possible be exclusive of lunchtime. The travel allowance as outlined in Article 26.01 shall be applicable to the Occasional Teacher with such an assignment.

Article 27 - Distribution of Agreement

- 27.01 A) The Board shall make the Collective Agreement available to each member of the Local Teacher Bargaining Unit within thirty (30) days of the ratification and signing of the tentative agreement by both parties. A printed copy will be

made available to teachers upon request. Printed copies will be provided to the Unit.

B) Timelines may be extended by mutual agreement.

Article 28 - Duration of Agreement

28.01 This Collective Agreement shall be effective for the period of September 1, 2014 to August 31, 2017 and shall continue thereafter under the provisions of the current Ontario Labour Relations Act.

**LETTER OF UNDERSTANDING
COVERAGE FOR ALTERNATIVE LEARNING ENVIRONMENT**

The parties agree to establish a Committee with member representation from the Board, OECTA and other resource people, as mutually agreed to. The parties agree to meet by May 1, 2016 to discuss and provide recommendations for the coverage of alternative learning environments (ie. SWAC, SHSM, UCEP, CCEP, etc).

Dated at Kitchener, this 29th of January, 2016

For the Board

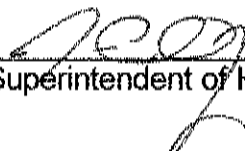


Director of Education

For OECTA



President, Waterloo Unit



Superintendent of Human Resources



Vice-President, Occasional, Waterloo Unit