**COLLECTIVE AGREEMENT**

BETWEEN THE

**TORONTO CATHOLIC DISTRICT SCHOOL BOARD**



AND THE

**TORONTO SECONDARY UNIT**

OF THE

**ONTARIO ENGLISH CATHOLIC**

**TEACHERS’ ASSOCIATION**



**2014/2017**

AGREEMENT

between

THE TORONTO CATHOLIC DISTRICT SCHOOL BOARD

and

THE TORONTO SECONDARY UNIT

of the

ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

EMPLOYED BY THE BOARD

For the school years

2014/2017

(September 1, 2014 – August 31, 2017)

This Agreement is composed of two (2) parts:

PART A - Central Terms (as negotiated by the Ministry of Education, the Ontario Catholic School Trustees’ Association, and the Ontario English Catholic Teachers’ Association)

PART B – Local Terms (as negotiated by the Toronto Catholic District School Board and the Toronto Secondary Unit of the Ontario English Catholic Teachers’ Association)

TEXT IN **BOLD** INDICATES CHANGES TO THE AGREEMENT

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**Part A: CENTRAL TERMS**

1. **TERM, NOTICE AND RENEWAL OF COLLECTIVE AGREEMENT**
   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. **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. **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.

1. **SALARY, WAGES, ALLOWANCES**
   1. Boards shall adjust their current salary grids, wage schedules and allowances in accordance with the following schedule:
      1. September 1, 2014: 0%
      2. September 1, 2015
         1. Restoration of grid movement
         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.
         3. Lump Sum Payments
            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.

* + - * 1. Occasional and Term Assignment Teachers

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.

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.

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

* + 1. September 1, 2016
       1. The parties agree that a 1% increase shall be applied to salary grids, wage schedules and to position of responsibility allowances.
    2. 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.

1. **SICK LEAVE/SHORT-TERM LEAVE AND DISABILITY PLAN – PERMANENT TEACHERS**
   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 andDisability 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.

* 1. **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.

* 1. **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 (calculatedby annual grid salary inclusive of any applicable allowances, multiplied by 90% divided by 194), in accordance with the terms of this central agreement.

* 1. **Teacher Pension Plan Implications**
     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;
     2. The government/employer will be obligated to match these contributions;
     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.
        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.
        2. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
  2. **Eligibility and Allocation**
     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.
     2. Changes to the teacher’s employment status during a school year shall result in an adjustment to allocations, as per **3.2 S**ick **L**eave **D**ays and **3.3** **S**hort-**T**erm **L**eave and **D**isability **P**lan.
     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.
     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.
     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.
     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.
     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.
     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. **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:

* + 1. Eleven (11) days less the number of sick days used in the prior year. These days constitute the top-up bank.
    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. 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.
  1. **Administration**
     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).
     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. 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. 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.

* + 1. 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.
  1. **Long Term Disability (LTD)**
     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.
     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. 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.
     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.
     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.
     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.
     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.
     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.
     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.
     10. The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
     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.
     12. The school board shall provide the local unit notice regarding all individuals who begin to access the short-term leave and disability plan.
     13. School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
     14. School boards shall participate in return to work programs initiated on behalf of disabled teachers.
     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).
     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.

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

* 1. **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.

* 1. **Short-Term Leave and Disability Plan (STLDP)**
     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.
     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.
  2. **Teacher Pension Plan Implications**
     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;
     2. The government/employer will be obligated to match these contributions;
     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.
        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.
        2. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
  3. **Eligibility and Allocation**
     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.
     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.

* + 1. Changes to the teacher’s assignment during a school year shall result in an adjustment to allocations, as per **4.2** **S**ick **L**eave **D**ays and **4.3** **S**hort-**T**erm **L**eave and **D**isability **P**lan.
    2. 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. 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. 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.
  1. Administration
     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).
     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.
     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.

* + 1. 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.
  1. **Long Term Disability (LTD)**
     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.
     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. 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. All teachers shall participate in the Long-Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
     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.
     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.
     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.
     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.
     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.
     10. The Association shall assume all other administrative functions of the Long-Term Disability Plans for the Teachers.
     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.
     12. The school board shall provide the local unit notice regarding all individuals who begin to access the short term leave and disability plan.
     13. School boards shall participate in early intervention programs initiated on behalf of disabled teachers.
     14. School boards shall participate in return to work programs initiated on behalf of disabled teachers.
     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).
     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.

1. **RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN**
   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.
   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.
   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.
   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%).
2. **PROFESSIONAL JUDGMENT AND EFFECTIVE USE OF DIAGNOSTIC ASSESSMENT**
   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.
   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.

* 1. **Diagnostic Assessment**
     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).
     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.

1. **BENEFITS**
   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”.
   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.
2. **EARNED LEAVE PLAN**
   1. The following program is applicable to all permanent teachers.
   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.
   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.
   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.
   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.
   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.
   7. The targets in **8.5** above shall be pro-rated for permanent teachers teaching less than 1.0 FTE.
   8. PPDs and unpaid days earned under **8.5** or **8.6** can be accumulated to a maximum of six (6) days.
   9. Two (2) PPDs under **8.5** or **8.6** can be combined for a paid day (PD) off at full salary.
   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.
   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 teacher~~s~~ shall be advised of their own rate of absenteeism, and whether the teacher is entitled under **8.5** through **8.9**.
   12. Teachers requesting to schedule the leave day(s) shall provide at least twenty (20) calendar days’ written notice of the requested days.
   13. Access to leave days is available at any time during the school year.
   14. Leave day(s) requests shall not be denied subject to reasonable system and school requirements.
   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.
   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:

* + 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;
    2. The government/employer will be obligated to match these contributions;
    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
    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.
  1. The Board shall report leave days to each Association Bargaining Unit, including the names of applicants and the total approvals on an annual basis.
  2. Leave days, once confirmed, are irrevocable by either the teacher or the board except by mutual consent.
  3. Leave day(s) requests are processed on a “first come, first served” basis.
  4. Request for leave days on scheduled Professional Activity days shall not be denied.
  5. Leave days may be used in conjunction with existing contractual provisions (e.g. Personal Days, other collective agreement leave provisions, etc.).
  6. All written requests for leave days shall be processed by the school board and responded to in writing within ten (10) calendar days.
  7. Leave days shall not be subject to calendar restrictions.

1. **RETURN TO BARGAINING UNIT FOR PERMANENT TEACHERS**
   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 Ontarioor 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.
   2. The return of any teacher to the bargaining unit is not contingent upon there being a vacancy for which the individual is qualified.
2. **RETURN TO BARGAINING UNIT FOR PRINCIPALS AND VICE-PRINCIPALS**
   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.
   2. If a vacancy is created by the appointment it shall be filled by a permanent teacher.
   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.
   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.
3. **BOARD-LEVEL JOINT STAFFING COMMITTEE (JSC)**
   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.
   2. The Board-Level Joint Staffing Committee (JSC) shall meet within thirty (30) days of ratification of this agreement.
   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.
   4. The committee shall have co-chairs selected by the Association and the school board respectively from among their appointees to the committee.
   5. The committee co-chairs shall draft agenda and discussion items collaboratively.
   6. At a minimum, the JSC shall meet at least once in each quarteras follows: by April 15, August 30, November 15, and January 15 of each school year, or as otherwise mutually agreed.
   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
  1. 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

* 1. 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.

1. **RECALL RIGHTS**
   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.
   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.
   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.
2. **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.

1. **PREGNANCY LEAVE SEB PLAN**
   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.
   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.
   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.
   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.
   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.
   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%.
2. **STATUTORY LEAVES OF ABSENCE/SEB**
   1. **Family Medical Leave or Critically Ill Child Care Leave** 
      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.
      2. The teacher will provide to the employer such evidence as necessary to prove entitlement under the ESA.
      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.
      4. Seniority and experience continue to accrue during such leave(s).
      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.
      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)**

* + 1. 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.
    2. 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.
    3. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
    4. 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.

1. **PAID LEAVES OF ABSENCE**
   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 agreementsor 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.
   2. Other paid leave provisions shall remain status quo to the local collective agreement.
2. **HIRING PRACTICES**
   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.

* + 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.

* + 1. The Occasional Teacher Seniority Roster (the “Roster”)
       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.
       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:
          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);
          2. Teaching experience as a certified teacher in Ontario;
          3. Or failing that, by lot conducted in the presence of the President of the Occasional Teacher bargaining unit or designate.
       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.
    2. 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:

* + - 1. A Long-Term Occasional Teacher Placement List (the “LTO List”) shall be generated through the following processes:
         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.
         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.
         3. Following the interview, occasional teachers not placed onthe 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.
         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.
      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:
         1. Supernumerary/Redundant teachers in order of seniority.
         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**.**
         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.
         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.
         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.
         6. Hire a new teacher who is not on the Roster.
      3. LTO assignments of thirty (30) school days or less shall not be posted. The Board shall fill the position as follows:
         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.
         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.
         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.
         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.
         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.
         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.
         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.
         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.
    1. 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:

* + - 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;
      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.
      3. The Occasional Teacher who is recommended by the Board following an interview for a Permanent Teaching position placement, shall be awarded the position.
      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.

1. **INFORMATION DISCLOSURE TO THE OCCASIONAL TEACHER BARGAINING UNIT**
   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:
      1. The absent teacher’s name, assignment and school;
      2. The start date of the assignment and the duration;
      3. The name of the occasional teacher or individual filling the absence;
      4. The date/time the job was posted;
      5. The date/time the job was filled;
      6. The name of any certified teacher not on the occasional teacher roster, employed to fill a teacher absence;
   2. Commencing September 1, 2015, the Board shall provide to the Occasional Teacher Bargaining Unit on a semi-annual basis:
      1. The name of any teacher on a Temporary Letter of Approval;
      2. The name of any individual on a Letter of Permission;
      3. The name of any uncertified person employed to replace an absent teacher.
   3. The Board shall provide to the Occasional Teacher Bargaining Unit:
      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.
   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:
      1. The job posting at the time the posting is circulated in the system;
      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;
      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;
      4. The name of the successful candidate within three (3) weekdays of the successful applicant being selected;
      5. In boards where the above information in **18.1** through **18.4** is provided more expeditiously, the boards shall continue to do so.
2. **ACCESS TO INFORMATION**
   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.
   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.
   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.
3. **CENTRAL DISPUTE RESOLUTION PROCESS**
   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:
      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.
      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.
      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.
      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:
         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.
         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.
         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.
         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.
         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.
      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.
      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.
      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.
      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.
      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.
      10. Any party or person present at the central bargaining table is compellable, subject to any statutory or common law privilege.
      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.
      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.
      13. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
      14. All timelines set out in this article may be abridged or extended by mutual consent of the central parties.
      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.

* + - 1. 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:

X x Y x Z = Gratuity Wind-Up Payment

30 200 4

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:

1. Occupational health and safety training, including training for occasional teachers;
2. The Provincial Model for a Police/School Board Protocol including securing of classrooms as it relates to occasional teachers;
3. Reporting mechanisms for workplace harassment, discrimination and violence;
4. Health and safety considerations in high risk areas of the school; and
5. 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 benefit~~s~~ 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. 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”);
   2. The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
   3. Services provided by the Trust to be available in both official languages, English and French;
   4. Other employee groups in the education sector may join the Trustby 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**
   1. **Board of Trustees**
      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. 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.

* + 1. All voting requires a simple majority to carry a motion.
    2. 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.

1. **ELIGIBILITY AND COVERAGE**
   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.
   2. Any new group that requests inclusion into the Trust will be provided a generic branding for their respective benefit plans.
   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.
   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.
   5. No individuals who retire after the Board Participation Date are eligible.
   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.
   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.
2. **FUNDING**
   1. **Negotiated Funding Amount, Board Contributions**
      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.
      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;
3. 1. “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.

* 1. 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).
  2. 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.

1. 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.
2. 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.
   * 1. On the participation Date, the Board will contribute to the Trust
3. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
4. An amount of $300 per FTE, in addition to a) will be provided.
   * 1. 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.
     2. 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.
     3. 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. 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.

* + 1. 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.

* + 1. 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.
    2. 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.
    3. 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. 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.
  1. **Start-Up Costs**
     1. The Crown shall provide:
  2. 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.
  3. 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.
     1. The Trust shall retain rights to all data and licensing rights to the software systems.
     2. 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.
     3. 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.

1. 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.
2. 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.
3. 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.
4. 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:
5. If available, the paid premiums or contributions or claims costs of each group; or
6. 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.

1. 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.
   * 1. 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.
     2. 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.
   1. **Interim Benefits Coverage**
      1. For the current term the Boards agree to contribute funds to support the Trust as follows:
2. 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.
3. The terms and conditions of any existing EAPs shall remain the responsibility of the respective Boards and not the Trust.
4. 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**
   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.
      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.
      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.
   2. **Trustees**
      1. The Trustees and the Additional Trustees together shall be responsible for the operations of the Trust, including, but not limited to:
6. The Trustees’ selection of the Trust auditors and the Trust actuaries.
7. The annual reports of the auditors and actuaries.
8. 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.
9. The actuarial report, including any report obtained under Section 6 regarding recommendations on sustainability, of any subsequent changes to the plan design.
10. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
11. Validation of the sustainability of the respective Plan Design;
12. Establishing member contribution or premium requirements, and member deductibles;
13. Identifying efficiencies that can be achieved;
14. The design and amendment of the Funding Policy;
15. The Investment Policy and changes to the Investment Policy;
16. Procurement of adjudicative, administrative, insurance, consultative and investment services.
    * 1. Despite 5.2.1, the Additional Trustees shall not vote on the adoption of the initial Benefit Plan design.
      2. 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:
17. Fund claims stabilization or other reserves; and/or
18. Improve plan design; and/or
19. Expand eligibility; and/or
20. Reduce member premium share.
    * 1. 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:
21. Use of existing claims stabilization funds; and/or
22. Increased member share premium; and/or
23. Change plan design; and/or
24. Cost containment tools; and/or
25. Reduced plan eligibility; and/or
26. 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.

* + 1. The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of all of their service providers.
    2. The Trust shall provide “trustee liability insurance” for all Trustees.

1. **ACCOUNTABILITY**
   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.
   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.
2. **TRANSITION COMMITTEE**
   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.
3. **ENROLMENT**
   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.
   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.
   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.
   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.
   5. Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.
4. **Errors and Omissions**
   1. Board errors and retroactive adjustments shall be the responsibility of the Board.
   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.
   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.
   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.
5. **Claims Support**
   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.
   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.
6. **Privacy**
   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).
7. **PAYMENTS**
   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:

1. complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
2. names;
3. benefit classes;
4. plan or billing division;
5. location;
6. identifier;
7. date of hire;
8. date of birth;
9. gender;
10. default coverage (single/couple/family).
11. estimated return to work dates;
12. benefit claims history as required by the Trustees;
13. list of approved pre-authorizations and pre-determinations;
14. list of approved claim exceptions;
15. list of large amount claims based on the information requirements of the Trustees;
16. list of all individuals currently covered for life benefits under the waiver premium provision; and
17. 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:**

* Absent from Work

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(first date of absence)

* Not absent from work but requires accommodations

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(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**.

**Page 1 of 4**

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

Non-occupational illness/injury  Occupational illness/injury

1. Is he/she receiving treatment:  Yes  No

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

If yes, date of referral: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(dd/mm/yyyy)

1. Have you discussed return to work with your patient?  Yes  Not at this time
2. 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

1. 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.***

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

**Part 4 - Medical Practitioner – please complete the following:**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

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PREAMBLE

**The purpose of this Agreement is to promote a harmonious and mutually beneficial relationship between the Board and the Teachers. The parties share a desire to set out these agreed terms and conditions to ensure the morale, well-being and security of all employees.**

**The Toronto Catholic District School Board and the Toronto Secondary Unit of the Ontario English Catholic Teachers’ Association are committed to fostering student achievement and well-being, inspiring and motivating employees and enhancing public confidence in publicly funded Catholic education.**

**Catholic Teachers play a critical role in promoting Gospel values, social justice, environmental responsibility, human dignity, solidarity and the common good consistent with the Ontario Catholic School Graduate Expectations.**

**Because God is active in creation, work serves as a means for the human person to live out that image by working with creation. To that end, the dignity of human work can only be achieved when the dignity of the human person is affirmed and considered essential to the social operation of the work place.**

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ARTICLE 1

DEFINITIONS

1.01 (a) "teacher" shall mean a person who is a member of TSU-OECTA, who is a member of the Ontario College of Teachers, who is employed by the Board and who is engaged in a function for the purposes of secondary school education and who is a secondary school teacher but does not include a supervisory officer, a principal or a vice-principal.

(b) "secondary school teacher" shall mean:

(i) a teacher whose entire assignment includes only secondary school responsibilities; or

(ii) a teacher whose assignment includes both elementary and secondary school responsibilities, and who previously was a secondary school teacher with this Board; or

(iii) a teacher whose assignment includes both elementary and secondary school responsibilities and who was not previously a secondary school teacher with this Board, but who chooses to be a secondary school teacher.

(c) "secondary school teacher" shall mean "teacher" and vice versa, as appropriate to the context.

(d) "part-time teacher" shall mean a teacher employed by the Board on a regular basis for other than full-time duty.

(e) "secondary school" shall mean a school, including an adult education centre, in which secondary school programs are offered under the jurisdiction of the Board.

(f) "placement" shall mean the category and qualified experience placement of a teacher within the salary scales.

(g) "school year" shall mean 194 days or as otherwise prescribed by the Statutes and Regulations of the province of Ontario.

(h) "supernumerary teacher" shall mean a teacher who is on probation or has permanent status with the Board but who is in excess of the staffing ratio of a school and who is not included in the Board-wide secondary school staffing ratio.

(i) "surplus" in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board in a particular school or other work place. "Surplus" in reference to a position means a teaching position which is no longer required by the Board in a particular school or other work place.

(j) "position of responsibility" shall mean resource teacher, Teacher (Catholic Teacher Centre), programming and assessment teacher, major department head, minor department head and, at the discretion of the Board, any new position established during the term of this agreement.

(k) "redundant" or "redundancy" in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board and who has been laid off, or has been notified by the Board that he or she is to be laid off, in compliance with Article 8.

(l) "teacher position with added responsibility" shall mean assistant department head, head teacher, program leader, and, at the discretion of the Board, any new position established during the term of this agreement.

(m) "OECTA" shall include all secondary school teachers employed by the Board.

(n) “permanent teacher “shall mean any teacher who has successfully completed the required probationary period.

(o) “probationary teacher” shall mean any teacher newly hired to the Board who is on a probationary period.

(p) “Teacher/**Association** representative(s)” shall mean the teacher(s) designated in writing to the Board by TSU-OECTA to be its official representative(s).

**(q) “monitoring period” shall mean a scheduled, identified duty code on a Special Education teacher’s timetable where the teacher is monitoring and supporting students on the teacher’s caseload.**

**(r) “department head” is a teacher in a position of responsibility who is a subject specialist and curriculum leader and who is not considered to be a school manager or supervisor.**

**(s) “TSU release officer” is a teacher released to the Unit for Association business.**

**(t) “consensus notes” are notes taken as a Board/Association Joint Committee meeting progresses; such that both sides agree on what to record. They should be viewed as they are taken or they should be reviewed before the meeting is adjourned. The meeting note taker shall be as identified in guidelines or as selected by the meeting attendees.**

ARTICLE 2

SCOPE

2.01 (a) The **Toronto Catholic District School Board (**the **“**Board**”)** recognizes the Ontario English Catholic Teachers’ Association as the sole and exclusive bargaining agent for its secondary school teachers in all matters pertaining to the maintenance, interpretation and renewal of the collective agreement and any new Board or Ministry of Education initiatives affecting members of this bargaining unit.

(b) This agreement applies to all secondary school teachers employed by the Board at any time during the term of this agreement.

(c) Every teacher covered by this collective agreement shall be a secondary school teacher or a teacher who chooses to be a secondary teacher in accordance with Article 1.

2.02 The Board shall not pay a newly employed teacher a salary higher than that being paid a member of the incumbent staff having equal qualifications, qualified experience and responsibility.

2.03 For purposes of Articles 4, 8, 21.02, and 22 experience and seniority accumulated with coterminous public board(s) will be considered as if accumulated with the Board for teachers qualified to teach in secondary schools who were hired by the Board:

(i) as a direct result of the transfer of secondary school students from the coterminous public board(s) in accordance with relevant legislation; or

(ii) from a coterminous board effective September 1, 1985. Such public secondary school teachers shall have all rights under this agreement and be subject to its obligations as if their employment with the coterminous public board(s) had been with the Board.

No Board teacher hired on or before September 1, 1987 shall be laid off as a direct result of the employment by the Board of any such public secondary school teachers from the coterminous public board(s). The provisions of this section shall be subject to review by the parties hereto at any time upon the request of either party.

**2.04 The Association will be informed of and provided the opportunity to be involved in meetings with the members related to return to work accommodation, discipline and formal investigations to ensure representation.**

ARTICLE 3

PLACEMENT-QUALIFICATIONS

3.01 Subject to the other sections of this Article, placement of teachers shall be determined in accordance with "QECO Teacher's Qualifications Evaluation Programme 5" (hereinafter referred to as "QECO 5").

3.02 Teachers shall submit to the Human Resources Department of the Board:

(i) their QECO 5 Statement(s) or Letter(s) of Evaluation; and

(ii) all certificates and documents on which the QECO evaluation(s) may be or was based and evidence of any additional qualifications for evaluation and category placement by the Human Resources Department.

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

3.03 No teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect at the time of placement shall have that teacher's placement reduced.

3.04 A teacher who before the beginning of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is entitled to the appropriate adjustment in salary retroactive to September 1 of that school year.

In order to be entitled to the adjustment in salary referred to above, a teacher must:

(i) obtain the appropriate year’s Category Upgrading Form from the Human Resources Department or school secretary;

(ii) deliver the completed form to the Human Resources Department after June 1 and before November 30 in the calendar year for which such adjustment is requested; and

(iii) submit proof of qualifications by March 1 of the school year for which the adjustment is to be made.

3.05 A teacher who before the beginning of the second semester of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is entitled to the appropriate adjustment in salary retroactive to January 1 of that school year.

In order to be entitled to the adjustment in salary referred to above, a teacher must:

(i) obtain the appropriate year’s Category Upgrading Form from the Human Resources Department or school secretary;

(ii) deliver the completed form to the Human Resources Department after December 1 and before March 1 in the calendar year for which such adjustment is requested; and

(iii) submit proof of qualifications by May 30 of the school year for which the adjustment is to be made.

3.06 No teacher shall be placed in any assignment for which the teacher does not hold the **qualification** **on their Certificate of Qualification** without the teacher’s written consent. **All teachers who have the required qualification on their Certificate of Qualification shall be given the opportunity to accept an assignment first, except in the case where such assignment results in the inability to staff a course/program.**

ARTICLE 4

PLACEMENT-EXPERIENCE

4.01 All previous qualified experience to the maximum for category will be credited. “Qualified experience” shall mean with respect to any teacher hired effective on or after September 1, 1978, full-time or part-time experience:

(i) gained as a teacher or other acceptable equivalent experience while under the contract with the Board as a person qualified at the time as a teacher in Ontario; and

**(ii)** gained teaching anywhere which, if the teacher had been employed at the time in the Province of Ontario, would have been credited as experience under the statutes or regulations then in force in the said Province, but excluding experience gained while on a daily or hourly rated basis except for teachers of adult day school at Msgr. Fraser.

**(iii)** The parties agree that daily experience gained subsequent to January 1, 2013 will be recognized.

4.02 (a) Unqualified teaching experience will not be credited except teaching, as approved by the Board, in a Canadian University or an Ontario community college effective September 1, 1986.

(b) Twenty five hours of teaching per week in a Canadian University or an Ontario Community College shall be equivalent to full-time.

4.03 For the purpose of determining placement, qualified experience shall be determined and credited as of September 1 each year.

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

(b) Notwithstanding paragraph 4.04(a), if a teacher has, in addition to a completed year or years experience worked for a period (hereinafter called a "short year") five (5) months or more but less than ten (10) months as of September 1 during the term of this agreement, such period shall be deemed for the purpose of experience to be a full year of experience.

(c) To determine the number of months so worked:

(i) the total number of teaching days worked in the particular school year shall be divided by the average number of days per month in such year; and

(ii) a short year shall have been completed if the teacher had worked a number of school days at least equal to the number of school days in the five months containing the least number of school days.

(d) Any months of experience completed in excess of the minimum short year shall be combined with the short year to form a year of experience before being credited to any additional experience.

(e) If a teacher is employed to teach for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach. For the purpose only of calculating the experience of a secondary school teacher in accordance with this provision, it shall be presumed that a full school day shall be six teaching periods.

4.05 The "qualified experience" of a teacher while on statutory pregnancy/parental leave shall be determined in accordance with Article 22.

4.06 (a) Related work experience shall be recognized for teachers in any subject area, provided that the work experience is:

(i) related to the subject(s) for which the person holds qualifications;

(ii) in excess of that required for teacher certification;

(iii) composed of employment in the industry, business or other non-school agency (summer and volunteer work being excluded) as documented.

(b) There shall be a limit of ten years experience advancement on the salary scale, to the maximum, as per Article 14.

(c) A joint committee consisting of three members appointed by the Teachers and three administrative representatives of the Board will review all applications for related work experience and determine the related work experience to be granted to an applicant.

(d) Application forms for related work experience will be available to teachers as of **the first instructional day in September.**  **A teacher requesting consideration for related work experience shall apply in writing to the Superintendent of Human Resources on or before November 15 of the school year. The Board shall provide all applications to TSU by November 30 of the same school year. The teacher shall provide all supporting documentation to the Superintendent of Human Resources no later than February 28 of the same school year. The Board will inform the teacher in writing no later than May 15 of its decision and any adjustment in salary shall be retroactive to the beginning of that school year.**

**(e)** No teacher shall be granted related work experience more than once during the teacher’s employ with the Board.

ARTICLE 5

STAFF ALLOCATION

5.01 (a) The Board shall ensure that the average size of its secondary school classes, in the aggregate, meets the requirements under the Education Act.

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

(c) The Secondary School Staff Allocation Committee will be engaged in the allocation of the additional staffing as per the Provincial Discussion Table framework.

5.02 (a) The following are the maximum class loadings for the staff of secondary schools:

Group A Group B

University 32 Applied 24

Academic 29 Open 26

University/College 28 College 28

ESL 20

Group C Group D

Essential Skills 15 Co-op (A/B) 26

Workplace Preparation 15 Co-op (A/B/C) 20

GLE 15

Credit Recovery 15

Group E

Technological Studies using Industrial Equipment 20

(however, Group C maximum will take effect, if applicable;)

Multi-grade or multi-level: the average of the caps above for the courses that constitute the class. (rounded down).

(b) The total enrolment of the teacher’s classes in each semester/term shall not exceed the sum of the maxima for such classes.

(c) In recognition of the complexity of timetabling or other circumstances which may arise from time to time, some classes may exceed the maximum class loadings; however, no class may exceed the designated loading as per 5.02(a) as follows:

Group A two (2) students

Group B one (1) student

Group C one (1) student

(d) Every attempt shall be made by the principal in consultation with the Local School Staffing Advisory Committee to limit the number of classes which exceed the maximum class loadings to 8% of such classes in each school; however, the number of classes which exceed the maximum class loadings shall not exceed 8% of all the classes in the system.

(e)  Where any discrepancy from the above requirement exists as of **the 15th instructional day in September** of a given **school** year **and the 10th instructional day in second semester for** a semestered school, the Local School Staffing Advisory Committee shall meet and make recommendations to resolve the discrepancy by September 30 or February 18 respectively.

5.03 A statistical report of class sizes for individual secondary schools shall be reviewed at a meeting between the principal and the teachers of each school to be held no later than the first week of October and for semestered schools, the first week of March.

Secondary School Staff Allocation Committee

5.04 (a) There shall be established a Secondary School Staff Allocation Committee (the “Committee”) composed of three (3) representatives of the Teachers appointed by the Unit Executive of OECTA and three (3) representatives of the Board. The representatives of the Teachers and of the Board shall each nominate one of their number as a Co-Chairperson.

During each school year two (2) teacher members of the Secondary School Staff Allocation Committee shall be given paid leave of absence for five (5) days for the purpose of consulting with the principals and the Local School Staffing Advisory Committees. Such teachers shall be appointed by OECTA but shall not be teachers who are afforded any other paid leaves of absence during such year unless approved by the Director of Education.

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

(b) The name of each teacher member of the Committee for a school year shall be forwarded to the **Superintendent of Human Resources & Labour Relations** and the Board Co-Chairperson of the Committee no later than June 30 preceding that school year, whenever possible.

The name and position of each of the **Board** senior administrative officials of the Committee shall be forwarded to the Teachers’ Co-Chairperson of the Committee no later than June 30 preceding that school year, whenever possible.

(c) The functions of the Committee shall be:

(i) to discuss and recommend changes in the existing staffing and department head model ratios;

(ii) to recommend methods of allocating staff to the schools including the development, implementation and monitoring of the teacher workload and on-calls/supervision on a school-by-school basis. The Board shall provide the Unit President with monthly reports, in a consistent format, of the on calls and supervisions assigned in each school, within five (5) working days of the close of the month;

(iii) to monitor the application of staff allocation; this shall be done on or before September 20 and February 22 of each year;

(iv) to assist in resolving class loading matters;

(v) to receive staffing status reports as determined or developed from time to time by SSSAC from the chairperson of each Local School Staffing Advisory Committee (LSSAC) by October 5 and by February 20 if the school is a secondary school on a semestered schedule. The SSSAC shall also receive by April 20 a copy of each school’s tentative staffing model;

(vi) to develop an interim Board wide staffing model based on the current school year’s staffing model adjusted for enrolment projections;

(vii) to in-service annually Principals and Teacher Representatives, with regard to the staffing procedures of the Collective Agreement and the established procedures thereto;

(viii) to review the LSSAC responsibilities chart in Appendix M;

(ix) to receive a copy of all reports and grant estimates submitted to the Ministry of Education within five (5) days of submission to the Ministry;

(x) to receive and consider intended Board Policy and procedure changes and the implementation of new program initiatives;

(xi) to receive by September 30 of each school year:

• Current Form 106 for each school

• Current Form 107 for each school

• Master Timetable for each school

• A list of any open or unfilled positions

• A list of any supernumeraries; and

**(xii) to discuss proposals for changes to local school scheduling models.**

(d) The Committee shall be convened by the Board Co-Chairperson not later than October 10 in each school year. Thereafter the Committee shall meet within 15 days of a request therefore by either Co-Chairperson. An agenda for each meeting shall be prepared prior thereto by the Co-Chairperson. Meetings following the October meeting shall be chaired by the Teachers’ nominee as Co-Chairperson and thereafter alternatively by the Board’s nominee and the Teachers’ nominee. No Co-Chairperson shall have a second or casting vote in the event of a tie.

(e) Representatives on the Committee of either the Teachers or the Board may at any Committee meeting submit one or more proposals to change the existing Board wide staffing ratios. Such proposals shall be discussed at such meeting. All recommendations should be determined by consensus. If consensus cannot be obtained by January 15th, the representatives who had not initiated the proposal shall be permitted 20 school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and Teacher representatives on the Committee do not agree on the disposition of the proposal, such representatives shall prepare and table at a Committee meeting separate reports on the proposal.

(f) Any reports on any proposals to change any existing staffing ratios emanating from any meetings of the Committee referred to in (e) shall be included in the public agenda of the next meeting of the Director’s Council of the Board which takes place no earlier than one week after the meeting of the Committee at which such reports were tabled. A representative from the Teachers on the Committee may speak to such reports.

(g) After such meeting of the Director’s Council such reports shall be included on the agenda of the next meeting of the Board’s **Student Achievement, Catholic Education & Human Resources** Committee along with any recommendations from the Director. A Teachers’ representative from the Committee may speak to such reports.

(h) Following such meeting of the Human Resources Committee, such reports shall be included on the Agenda of the next Board meeting within the report of the **Student Achievement, Catholic Education & Human Resources** Committee for the particular month. A Teachers’ representative from the Committee may speak to such reports whether the Board is meeting in public or private session.

(i) The Board Co-Chairperson shall inform the Teacher Co-Chairperson of the disposition of the reports after each meeting of the Director’s Council, the **Student Achievement, Catholic Education & Human Resources** Committee and the Board.

Local School Staffing Advisory Committee (LSSAC)

5.05 (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school by September 15 of each school year and shall hold its first meeting by September 25.

(b) The Committee (LSSAC) shall consist of:

(i) 10% of the full-time equivalent teachers, rounded to the nearest whole number (a minimum of two), as elected by the teaching staff, plus the OECTA Teacher Representative; and

(ii) the principal, and any vice principals of the school.

The Principal and the Teacher representative shall be co-chairpersons of the committee.

(c) The term of office of this committee (LSSAC) shall be from September 15 to September 14 of the following school year. If any of the teacher representatives resign from the committee or leave the school prior to the end of the school year, the staff shall elect a replacement.

(d) The committee shall be convened by the Principal no later than September 25 in a school year. Thereafter, the committee shall meet at least five (5) times per year, not less than two (2) times per semester/term or within five (5) days notice given by either co-chair. Meetings following the initial meeting shall be chaired alternately by the OECTA Teacher representative and the Principal. There will be an opportunity for LSSAC members to give input to the Principal before the Principal’s decision is made.

(e) An agenda and back up material shall be prepared by the co-chairpersons and provided to the members of the committee at least two (2) working days in advance of any meeting unless an emergency situation arises.

(f) The duties of the LSSAC shall be as follows:

(i) to advise the principal regarding:

• the school staffing priorities,

• the development of the tentative staffing model for the following school year,

• resolution of difficulties arising out of staffing assignments,

• the suggestions or requests of any teacher(s) who make submissions to the committee regarding the above,

• the completion of reports requested from time to time by the Secondary School Staff Allocation Committee,

**• the exceeding of class caps, and**

**• the scheduling of all students into classes.**

**(ii) to review the Student Success/Credit Recovery Statement of Principles as approved by SSSAC;**

**(iii)** to report at a meeting of the full teaching staff of the school no later than Friday of the first week of October, and for semestered schools, the first week of March, and on a regular basis but not less than twice a term or twice a semester;

**(iv)** to keep notes of all proceedings of the LSSAC and to distribute such notes to all committee members within 10 days after the meeting. Such notes will be made available to all staff and administration and the Co-Chairs of SSSAC;

**(v)** to submit the completed SSSAC Data Review by November 30 **to the Board’s Senior Coordinator of Human Resources-Academic Services; and**

**(vi) to provide a copy of the school’s monthly on-call supervision tally report.**

(g) The Co-chair shall be given the following current information not less than two working days prior to the first meeting of the newly elected LSSAC in accordance with 5.05(a):

• The master schedule for all teachers, including all assignments and class sizes for the school year,

• Current Form 106,

• Current Form 107,

• Department Head Model,

• Supervision Assignments,

• Letters of Mutual Consent.

**(h) By November 15th, the Board will provide an LSSAC day to facilitate the completion of the SSSAC Data Review.**

**5.06 (a) The LSSAC will review the Teaching Preference Forms before March 20th. The Teaching Preference Form will include:**

1. **OCT qualifications;**

**(ii) subject areas in which the teacher has both interest and qualification;**

**(iii) subject areas in which the teacher has interest but no qualification.**

(**b**) Each school principal shall establish a tentative staffing model in consultation with the LSSAC for the following year by April 15. The tentative staffing model shall include:

(i) the projected enrolment for the coming school year;

(ii) the allocation based on that enrolment;

(iii) the organization of the school based on the above;

(iv) any available positions;

(v) the names of any teachers who may be surplus to such model;

**(vi) the tentative departmental assignments; and**

**(vii) the tentative headship model.**

**(c)** This model shall be forwarded to the **Superintendent of Human Resources & Labour Relations** for approval, after which it shall be forwarded to the **Senior Manager, Human Resources-Academic Services** by April 15 and the President of TSU upon request.

**(d)** For the purposes of being declared surplus to a secondary school, the following criteria shall be considered:

(i) the least number of years of experience of a teacher within the secondary school panel which shall be the length of time from the commencement of such teacher’s most recent employment in secondary schools/ workplaces;

(ii) the qualifications as registered on the teacher’s Certificate of Qualifications;

(iii) previous teaching experience in the available subject areas.

In determining which of two or more teachers are to be declared surplus, the Board shall apply the criteria set out in (i), (ii) and (iii) in that order. In the event that two or more teachers are equal based on (i), (ii) and (iii) and neither volunteers to be declared surplus, the Board shall consider the relevant skills and competence of such teachers.

**(e)** All teachers who are surplus to such staffing models shall be informed in writing on the form(s) developed by the Secondary School Staff Allocation Committee by April 15 by the principal or superintendent of education.

**(f)** Any changes after April 15 in the tentative staffing model which cause change in the number and type of available positions or the number of surplus teachers will be reported promptly by the principal, as approved by the appropriate superintendent of education, to the Human Resources Department. Any teacher declared surplus after April 15 shall be informed forthwith in writing by the principal or superintendent of education of such status on the form(s) developed by the Secondary School Staff Allocation Committee.

**(g)** Listings of tentative positions in the secondary panel will be sent to the superintendents of education, the President of the Toronto Secondary Unit, principals, and the Toronto Secondary Unit school representatives in accordance with Article 7.08.

**5.07 On the recommendation of the LSSAC, each school may schedule a professional activity day to be the day following one of the Parent-Teacher Interview nights.**

**5.08** **(a) By May 30, teachers will be informed of their tentative departmental assignments for the following school year. Teachers will be informed immediately of changes to these tentative departmental assignments. Departmental assignments are to be developed in consultation with the LSSAC.**

**(b) Assignments are to be developed by Departments in a collegial and collaborative manner for approval by the principal.**

**(c) Preference will be given to a teacher who holds OCT qualifications in accordance with Article 3.06.**

**(d) Teachers will be informed, in writing, of their assignments by June 30. After June 30, teachers will be informed, in writing, immediately of changes to assignments.**

**(e) Changes to assignments must comply with the process outlined in 5.08 (b).**

ARTICLE 6

TEACHER WORKLOAD

6.01 (a) The core assignment for teachers shall be six (6) credit courses or equivalent programs per year, or three (3) credit courses or equivalent programs per semester. The equivalent thereof, shall apply in schools with different models of organization.

(b) In semestered schools, teachers may be assigned on call and supervision duties, in a scheduled half period, not to exceed 165 minutes per month, or 2 assignments per week. The equivalent thereof, shall apply in school with different models of organization.

(c) Teachers employed less than full-time shall be assigned instructional time and preparation time on a pro-rated basis. Instructional time shall be scheduled in consecutive periods where possible.

(d) It is the intent of the parties that the assignment of teaching load, class size, number of different class preparations, teaching time, supervision duties and other related assignments will be done in a fair and equitable manner for all teachers.

6.02 The Principals will be advised annually of the guidelines with respect to the workload of teacher assignments in the Special Education Departments of Secondary Schools.

6.03 Each teacher shall be entitled to not less than forty (40) consecutive minutes for lunch in a scheduled interval between classes.

6.04 A full-time secondary school teacher shall have one full forty (40) minute scheduled period per day, or the equivalent thereof, free from teaching or non- teaching duties, exclusive of a lunch period, to be used for preparation and marking.

6.05 **(a)** Teachers will not be required to submit any marks for the end of a semester or term until five (5) school days after the end of the semester or term or five (5) school days after the end of exams for the semester/term. For the June reporting cycle, teachers will not be required to submit final marks until two (2) days after the date of the exam(s) for a given course(s).

**(b) Early warning letters issued to parents/guardians are at the professional discretion of the teacher and are primarily for students at risk of not meeting the curriculum expectations of the course. The content of the communication is at the professional discretion of the teacher.**

ARTICLE 7

TRANSFER AND PLACEMENT PROCEDURES

General

7.01 (a) Transfer Request Forms will be available by March 1 in the schools/other work places. Any teacher wishing to apply for an exchange transfer, a change in Basic Time Class or wishing to teach under a job sharing arrangement, effective September 1, shall complete the form provided and submit it to the Human Resources Department. Transfer requests will be received until May 1; however, teachers are encouraged to submit transfer requests before April 1. All teachers who have requested a transfer shall have their names placed on the Teacher Transfer and Placement Request List. These lists shall be published on the Board web site by March 15 and updated by April 15 and May 15.

Exchange Transfer Procedures

7.02 (a) A teacher who has completed the probationary period and who is not experiencing significant difficulty in performing as a teacher as verified by the teacher's superintendent of education may apply for an exchange with a teacher in another school by forwarding all pertinent information (name, current position/assignment, school and specialty desired), on the Transfer Request Form between March 1 and May 1.

(b) Teachers whose names appear on the transfer list may make contact with each other to arrange exchanges of positions during the transfer period. The teachers involved in any tentative exchange will notify the principals concerned of any such possible exchange forthwith.

(c) All exchange transfers are conditional upon the approval of the principals concerned and the appropriate superintendent(s) of education.

(d) Teachers and principals must sign the appropriate form indicating concurrence with the exchange transfer arranged.

(e) Approved exchanges will become effective on September 1 of the same calendar year.

(f) Such exchange transfers shall be in force for one academic year. Subsequently, upon the mutual agreement of the two teachers and the principals concerned made by March 31 of such academic year such exchanges shall be deemed permanent. If there is no such agreement, each teacher shall return at the completion of the academic year to the former school.

(g) In the event that there is a surplus of teaching positions which affects either of the exchange arrangements:

The teacher who has accepted the surplus position must accept for the period of the exchange a placement provided by the appropriate superintendent of education.

At the end of the exchange year, if there is no agreement to make the exchange permanent, the teacher(s) whose former position(s) has become surplus must accept a position provided by the appropriate superintendent of education.

Change in Basic Time Class (part-time)

7.03 (a) A teacher wishing to change his/her Basic Time Class shall complete the form referred to in clause 7.01 and the request shall be included in the transfer list.

(b) The Board is not obliged to change a teacher's Basic Time Class to teaching on a full-time basis but any application therefore will be given due consideration.

(c) A part-time teacher wishing to increase his/her Basic Time Class and in the view of the Board is qualified for and able to perform satisfactorily in the available position, shall be given a priority for any such available position.

Job Sharing

7.04 (a) Any teacher wishing to teach under a job-sharing arrangement shall complete a Transfer Request Form. The teacher shall indicate on the form that the application is for job-sharing. Completed forms shall be forwarded to the Human Resources Department between March 1 and May 1. The names of all teachers who have applied will be set out in a Job Sharing List.

(b) Any teacher on the job-sharing list may contact other teachers on the list, the appropriate principals or superintendents of education.

(c) Principal(s) and teachers shall consult to determine the form job-sharing will take (half day, half week, alternate days, half year, etc.) in order to meet the educational needs of the school. The final arrangement shall be subject to the approval of the superintendent.

Return from Leave

7.05 (a) Any teacher on a leave of absence which commenced before February 1 of the current school year, and who is due to return September 1 shall notify the Human Resources Department by March 15 on the form which will be provided; or in writing if such has not been received by the teacher, of that teacher's intention to resume teaching or otherwise.

(b) Any teacher who has failed to so notify the Board but who has the right to return on September 1 and so informs the Board at a date later than March 15 but before the first school day in September shall be placed where needed in any of the Board's schools/other work places.

Open Transfer Procedures

7.06 (a) An open transfer is one for which the teacher requests to be assigned to any other secondary school and is prepared to accept any assignment for which the teacher is qualified.

(b) Any teacher wishing to apply for an Open Transfer shall complete an Open Transfer Request Form which shall be available in the school by May 1 and which must be submitted to the Board by May 22. The teacher shall indicate on that form whether a transfer exchange request is also being made. The application will be considered by May 31.

(c) A TEACHER WHO HAS APPLIED FOR AND HAS BEEN GRANTED AN OPEN TRANSFER MUST ACCEPT THE ASSIGNED PLACEMENT.

Surplus Positions

7.07 (a) Teachers who are determined to be surplus to a school's staffing model shall be given written notice thereof by April 15 of the school year.

(b) Teachers who are declared surplus shall immediately be placed in the hiring pool for all open positions for which they are qualified.

(c) Any teachers who have been declared surplus and who were not previously placed will be placed in an open position by May 31.

(d) Teachers declared surplus shall have first right of refusal, in order of seniority, for a vacancy for which they hold qualifications, that arises prior to May 31 in the school from which they were declared surplus.

(e) In the case of a secondary school closure, the SSSAC will outline a process, taking into consideration the guidelines in Appendix K, whereby the surplus teachers in the closing school will be placed.

Open Positions

7.08 (a) A list of open positions available for Semester/Term Two shall be posted electronically during the first full week in January. Teachers may submit their applications for such open positions by the third Friday of January.

(b) **(i) The Board will provide the SSSAC with the Form 106 for all secondary schools in early April.**

**(ii)** Open positions in a school's staffing model for the following school year shall be determined by April 15 in accordance with Article 5.06. A list of these open positions shall be forwarded immediately to the Superintendent of Education.

**(iii**) **First posting period.** The list of open positions will be posted electronically by April 22.

**(iv)** Teachers may submit their applications for any open positions for which (they hold qualifications until April 29. All surplus teachers will have their applications submitted by the Board. Interviews for open positions may begin on April 29.

**(v)** **Second posting period.** By May 10, the Board will produce and post electronically an updated list of open positions to be posted on school/workplace bulletin board.

**(vi)** Teachers may submit their applications for any open positions on the updated list until May 17. All surplus teachers will have their applications submitted by the Board. Interviews for open positions may begin on May 17.

**(vii)** By May 31, the Board shall hold a meeting of all Secondary School Principals and Superintendents, with the TSU-OECTA President or designate present in an observer status, in order to place all the remaining surplus teachers, teachers returning from leave, **any remaining unplaced Interim Open Position (IOP) teachers** and, if possible, teachers requesting open transfers.

**(viii)** **Third posting period.** By June 07, the Board will produce an updated list of open positions. All teachers may submit applications.

**(ix)** **Fourth posting period.** By June 23, the Board shall produce an updated list of all open positions. All teachers may submit applications.

**(x)** **During the fourth posting period**, the Board may hire **non-TSU members** **for** any remaining open positions provided that the Board has placed all surplus teachers and teachers returning from leave. All newly hired teachers shall hold qualifications in the intermediate and/or senior divisions.

**(xi) No local staffing shall occur between the last day of the second week of July and the first day of the second last week of August.**

**(c) Any position that becomes open or remains open or unfilled between the third (3rd) Friday of the school year and June 23 that is not part of the regular posting periods, as per Article 7.08 (a) and (b), shall be considered an Interim Open Position (IOP).**

**The Board will consult with the Association prior to any posting or hiring of a qualified teacher into an Interim Open Position, if there are no unplaced surplus teachers, teachers needing accommodation, or teachers on the recall list.**

**Any teacher who is hired into an Interim Open Position shall be made aware of the terms and conditions associated with this position and sign a letter of understanding to that effect:**

**(i) Any teacher who is hired into an interim open position becomes a member of TSU.**

**(ii) The Interim Open Position teacher shall remain in the position until the end of the school year. All IOPs will be posted in the “first posting period” (as per Article 7.08 (b)).**

**At each posting period (as per Article 7.08 (b)) all members of the bargaining unit may apply for an open position that has become available as the result of the Interim Open Position ending.**

**The Board and the Association agree that the principles of staffing and LSSAC/SSSAC apply throughout the year.**

7.09 Notwithstanding the procedures outlined above, the Board may place or transfer teachers at any time to meet the educational needs of its schools.

ARTICLE 8

PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL

8.01 (a) A teacher shall be on probation for a period of:

(i) two years where the teacher has less than three years of experience in Canada; and

(ii) one year where the teacher has at least three years of experience in Canada.

(b) A teacher who takes a leave of absence in excess of 20 working days for any purpose while on probation shall have the probationary period extended by the duration of the leave.

8.02 (a) For all teachers employed in the secondary panel seniority shall be determined by the date of the teacher’s most recent hiring (other than as a result of a recall after layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the bargaining unit and shall include:

(i) a layoff within any period during which the teacher was entitled to be recalled;

(ii) any sickness or accident;

(iii) any authorized leave of absence; and

(iv) any period of secondment to another organization, authorized by the Board.

Notwithstanding the above, for all teachers employed in the elementary panel prior to August 31, 1996 who commence employment in the secondary panel after August 31, 1996 seniority shall be determined by the date of commencement of employment in the secondary panel.

(b) For all teachers who transfer on or after August 31, 1996 from the elementary panel of the Board to the secondary panel of the Board, the seniority shall include, for tie-breaking purposes only, any previous continuous service in the elementary panel.

(c) (i) Date of hire is the day on which the teacher began to work for the Board or the date established by the Education Act (1980) Section 136-1(14).

(ii) Where a teacher was hired by October 1 for a full year long term occasional assignment immediately prior to being hired as a regular probationary teacher, the seniority date of such teacher shall be the date of commencement of the long term occasional assignment.

(d) In the event that two or more teachers have equal seniority based on the provisions of 8.02(a) to (c), the following criteria shall be used in order until the tie is broken:

i) the length of service as a teacher with the Board prior to the teacher’s most recent hiring by the Board;

ii) the length of previous service as a teacher employed by any school Board in Ontario at any time; or

iii) the length of service while employed as a teacher in another province which, if the teacher had been employed at the time in Ontario would have been credited as experience under the statutes or regulations then in force in Ontario.

(e) The Board shall not be required to make the calculations set out in 8.02 (d) except to determine redundancy among teachers of equal seniority under 8.02(a) and (b).

(f) Teachers employed on a temporary or casual basis are not included in these seniority provisions.

Loss of Seniority

8.03 Seniority and seniority rights shall cease if a teacher:

(i) retires or resigns the teacher’s employment with the Board other than as a result of a layoff;

(ii) is dismissed by the Board or the teacher’s contract is terminated and the teacher is not reinstated;

**(iii)** **is laid off for at least 50 consecutive months (consistent with the Central Terms of Agreement-Part A)**

(iv) fails, following the teacher’s layoff, to notify the Board within five working days of the Board sending the teacher notice of recall by registered letter or telegram of the teacher’s intention to return or, in accordance with section 8.07(ii), after having so notified the Board of the teacher’s intention to return, fails to report for work on the date and at the time specified in the Board’s notice; or

Seniority Lists

8.04 **(a)** The seniority lists shall be updated each year as of November 30 **and an electronic and hard copy shall be provided to TSU**. Each list shall be posted, as soon as possible after November 30, on;

**(i)** the **OECTA** bulletin board in each school **and/or** workplace covered by the list **through the Association Representative; and**

**(ii) the Board’s intranet site.**

**(b)** Any teacher who believes that the teacher’s seniority is not correctly listed or the teacher has been omitted from the seniority list may fill out the appropriate form to be submitted to the Superintendent of Education, Human Resources, **or designate**, for verification and adjustment if required.

**(c)** Revisions to the seniority lists shall be posted **on the OECTA bulletin board through the Association Representative** in the school **and/or** workplace **and on the Board’s intranet site** by January 31. The Board shall provide **an electronic copy and a hard copy to TSU** by January 31.

8.05 (a) Where there is a redundancy of teachers in the secondary panel, such teachers shall be laid off in reverse order of their seniority ranking but the Board may retain sufficient teachers who possess the necessary qualifications and experience to perform the duties of the available positions. Teachers declared redundant shall be notified in writing, **prior to the declaration of any surplus**. The notice shall state that the reason for termination is solely due to redundancy. Such notice shall be sent via registered mail to the teacher’s last known address or via hand delivery by the supervisory officer to the teacher. Such notice must be given by November 30 to take effect December 31 or January 31 or by **April 1** of the school year to take effect September 1 of the following school year.

**(b) A list of all teachers declared redundant, including their seniority, qualifications, and school will be provided to the President of TSU by April 1.**

**(c) An updated list of all teachers declared redundant, including their seniority, qualifications, superintendency area of preference, school, and any other relevant information will be provided to the President of TSU by May 1.**

**(d)** In determining whether or not a teacher possesses the necessary qualifications and experience, the following criteria shall be considered:

(i) the qualifications as registered on the teacher’s Certificate of Qualifications and successful teaching experience in the available subject areas;

(ii) relevant subject area accreditation by a university recognized under the regulations.

In the event that two or more teachers are equal under such criteria, the Board shall consider the relevant skills and competence of such teachers.

**(e)** Teachers who elect to resign from the Board shall give notice by November 30 to take effect December 31 or January 31, or by May 15 of the school year to take effect August 31. Such notice may be waived by mutual agreement.

**Placement Procedures for Teachers Declared Redundant:**

**8.06 (a)** In the event the Board intends to hire teachers in the secondary **panel**, it shall **first place redundant teachers according to the following procedures** applying the criteria identified in 8.05(d) to perform the duties of the available positions.

**(b) By June 1, the Board shall meet with the TSU President to place any remaining redundant teachers into any Permanent Open Positions (POPs) and Temporary Open Positions (TOPs) by seniority and qualifications.**

1. **Within five (5) working days of the meeting in Article 8.06(b) the Board will provide a list to the TSU President of all redundant teachers placed into POPs and TOPs and teachers who remain redundant.**
2. **By June 17, the Board shall meet with the TSU President to place teachers in TOPs and any remaining redundant teachers into any POPs and TOPs by seniority and qualifications.**
3. **Within five (5) working days of the meeting in Article 8.06(d) the Board will provide an updated list to the TSU President of all redundant teachers placed into POPs and TOPs and teachers who remain redundant.**
4. **After June 21, the Board shall inform the TSU President of any POPs and TOPs, as they become available, and offerings to redundant teachers.**
5. **Subsequent to August 30, if any POPs or TOPs become available the Board shall offer these positions to any teachers already placed in TOPs and any remaining redundant teachers by seniority and qualifications. A teacher offered a POP shall respond with one of the following options:**

|  |  |  |
| --- | --- | --- |
|  | **Option** | **Outcome** |
| **1** | **The teacher accepts the transfer effective immediately.** | **The teacher has status at the new school. The Board places a redundant teacher into the open temporary position by seniority and qualifications. If no redundant teacher is available the Board shall fill the position with a new hire according to the Interim Open Position (IOP) process.** |
| **2** | **The teacher accepts the transfer effective the beginning of the next quad, semester, or school year (for a full year school).** | **The Board treats the position as a TOP and fills with a redundant teacher, if available, or an Occasional Teacher, until the transfer occurs.** |
| **3** | **The teacher rejects the offer. A teacher shall have two opportunities to pass; however, on the third offering the teacher will be subject to the Outcome.** | **The Board shall place the teacher according to its needs taking into account the teacher’s preferences subject to their holding the appropriate qualifications.** |

8.07 In recalling teachers, the following steps shall be adhered to:

(i) notice of recall shall be sent to the teacher by registered mail to the last address which the teacher has recorded with the Board;

(ii) the notice shall stipulate the job to which the teacher is being recalled, its probable duration and the proposed time and place to report;

(iii) the teacher shall indicate that teacher’s acceptance as promptly as possible prior to such time but in any event within five working days of the sending of such registered letter or telegram;

(iv) teachers who accept the recall and report for duty at the time and place specified will be rehired for the job in accordance with their seniority ranking under all conditions of tenure and employment which pertained prior to interruption of service with the Board;

(v) the Board shall be entitled to fill any job with an occasional teacher pending rehiring of teachers with recall rights;

(vi) a teacher who is unable to report for work as specified in that teacher’s notice of recall because of injury, illness or other reasonable excuse and who:

(a) informs the Board of the injury, illness or other reasonable excuse prior to the time specified in part (iii) above;

(b) confirms in writing as soon as possible that the teacher has so informed the Board of the injury, illness or other reasonable excuse; and

(c) provides satisfactory medical or other evidence of such injury, illness or other reasonable excuse, shall not lose recall rights solely because of the teacher’s failure to so report; and

(vii) a teacher who fails to accept that teacher’s recall or report for work as specified in this clause shall lose all recall rights, except as otherwise specifically provided.

Other

8.08 A teacher who is laid off may apply to teach Continuing Education courses for which he/she is qualified.

8.09 Notwithstanding the provisions of this Article, the Board shall be allowed to staff its secondary schools within the staffing ratios of this agreement with members of Catholic religious communities up to 8% of the teachers in the secondary schools in any given year, provided that this does not directly result in a local school surplus situation.

ARTICLE 9

MANAGEMENT RIGHTS

9.01 The Teachers acknowledge that it is the exclusive function of the Board to manage and to determine educational policies consistent with the rights and objectives of a Roman Catholic District school system in Ontario except as may be contrary to the provisions of this agreement or to the Acts and Regulations of the Province of Ontario.

9.02 Every teacher who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of the teacher's employment by the Board unless:

(i) the teacher resides outside the City of Toronto;

(ii) the catholic school board to whose schools the teacher would otherwise send that teacher's child or children does not provide a program or specialized assistance required or advisable for such child or children;

(iii) such a program is part of the regular curriculum of this Board or such specialized assistance is provided by the Board; and

(iv) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the teacher resides and would be available to such child or children.

Where the Board establishes a committee requiring official teacher representation, the Board shall request of the Unit Executive a Teacher representative. This does not preclude the Board from inviting teachers to function as a resource to committees in an individual capacity.

ARTICLE 10

JUST CAUSE

10.01 (a) No teacher shall be reprimanded, suspended or demoted without just cause. In the event a teacher is so reprimanded, suspended, or demoted, that teacher shall be given the reason therefore in writing and failure to do so shall render such reprimand, suspension, or demotion nugatory.

(b) It is understood and agreed that clause (a) above and section 10.02 shall have no application to a demotion cause as a result of a position being declared surplus as defined in Article 1.

10.02 In the event that the Board proposes to demote a teacher as a disciplinary measure, the teacher shall have the right to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA.

10.03 In the event that the Board proposes to dismiss a teacher for a reason other than redundancy, the Board shall provide the teacher within 30 days written notice of termination of employment. Such notice shall state the reason(s) for termination. Such notice shall be sent by registered mail to the teacher’s last known address or via hand delivery by the supervisory officer or delegate to the teacher. A copy of such notice shall be sent immediately by **e-mail** to the President of the Toronto Secondary Unit.

The teacher shall have the right:

(i) to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA; and

(ii) to make representation to the Board, and to be accompanied by a representative of OECTA.

10.04 (a) Subject to clauses (b) and (c) below, the Board shall not without just cause dismiss a teacher.

(b) It is understood and agreed that dismissals for denominational cause are not subject to the "just cause" requirement.

(c) A teacher who has been dismissed for other than denominational cause or redundancy, may elect within fourteen (14) days of receiving notice of such dismissal to grieve the dismissal through the grievance procedure, including arbitration.

ARTICLE 11

ALTERNATIVE MODELS

11.01 Any Board or Ministry initiatives that **offer** credits outside the **traditional** school day such as, but not limited to **expulsion programs**, Dual Credits, **Specialist** High Skills Majors, E-Learning, and **At-Risk** programs, shall be under the following guidelines:

(a) All secondary school credits are granted by the principal based on the evaluation of a secondary day school teacher notwithstanding where they are delivered;

(b) Such assignments shall appear on teacher timetables and classes shall appear on student timetables; and

(c) All instruction and credits granted by virtual classroom **and** E-Learning **and all other alternative programming** shall be in accordance with Article 5.

11.02 The Board may employ persons as education assistants, child and youth workers or other alternative models provided the employment of such persons does not directly result in the layoff of any teacher.

11.03 (a) To accommodate the Individualized Program at Mary Ward Catholic Secondary School, the principal, in consultation with LSSAC and with the approval of the superintendent, may develop an alternate staffing model which converts a portion of the school's staffing allocation to alternative model assistance. The maximum number of full time equivalent teaching positions which may be converted to alternative model assistance will be limited by the following formula:

6.5 X full time equivalent staff X 4.5

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The alternate staffing model shall be reported to SSSAC, for information.

(b) The time lines as per 5.06 (a) and (b) shall apply.

11.04 (a) All Under-21 Programs at Monsignor Fraser currently follow a nine (9) week quad system, with the school day beginning at 9:00 am and consisting of two (2), 2-hour periods with a fifteen minute break in between. Each teacher’s 40 consecutive minutes for lunch time currently follow immediately at the end of classes. The Board shall consult with the Association through SSSAC to discuss future developments and/or implementation of any new models to be delivered within the Msgr. Fraser network of schools.

(b) Teachers will not be required to submit any marks for the end of quads one, two or three until three (3) school days after the end of exams for the quad.

(c) Open positions to Msgr. Fraser shall be posted, indicating the site and the program. Declaration of surplus to Msgr. Fraser College shall be in accordance with Article 5.06 (c).

ARTICLE 12

POSITIONS OF RESPONSIBILITY

12.01 (a) **(i) Department head appointments** shall be made permanent following a probationary period of one year which may at the discretion of the Board be extended to a second year.The Board may relieve teachers from such positions during the probationary period.

**(ii) All other positions of responsibility, as per Article 1(j), are subject to the terms of their appointment as per Article 12.03.**

(**iii**) Appointments to teacher positions of added responsibility, **as per Article 1 (l),** are for a one year term. Such appointments may be renewed on a year by year basis.

**(iv) Any position of Responsibility and Added Responsibility that has been and will be created at the discretion of the Board shall be consulted through the SSSAC.**

(b) (i) The Board shall request applications to fill any position of responsibility by means of a notice which shall be included in the Bulletin. **The notice will include the required experience and qualifications.** The notice shall precede any public advertisement except when schools are closed or in an emergency. A copy of the Bulletin shall also be addressed and sent directly to the OECTA representative in each school.

(ii) Subsequent to posting of an advertisement in the local school, applications for the positions of assistant department head, program leader, head teacher and acting department head shall be to the principal who will make a recommendation to the local superintendent of education.

(c) Except for the positions of major department head and minor department head, an applicant for a position of responsibility who does not have the experience, and qualifications, or the recommendation of the appropriate superintendent as stated in the notice will not be granted an interview but shall be advised in writing as to the reason(s) why the interview was not granted. If the applicant has the experience and qualifications and recommendation of the appropriate superintendent, as stated in the notice, the applicant shall be granted an interview. All candidates who have been interviewed shall be informed in writing within 30 days of the conclusion of the interviews as to whether they have been shortlisted. Upon request, unsuccessful candidates shall be granted an interview with the chairperson of the interviewing committee or appropriate supervisory officer in which the reason(s) why the candidate was not selected shall be discussed.

(d) All new appointments to positions of responsibility except department heads shall be announced in the Director's Bulletin.

(e) Appointments to positions of Department Head shall be effective the commencement of a school year or semester.

12.02 (a) Department heads who shall be appointed only by the Board shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the teacher is appointed, except in the case of acting department heads who shall have qualifications and experience as determined by the Board. The Board shall appoint a minimum of four (4) department heads in each secondary school even though the enrolment does not warrant such.

When a new appointee is moving from the position of major department head with this Board to a position of department head in a newly established secondary school, such teacher shall continue to be paid the allowance for major department Head for a period of two (2) school years.

(b) In lieu of the appointment of department heads for adult/alternate secondary schools, a head teacher shall be appointed at each campus where no principal or vice-principal is in place.

In the event that there is department head entitlement in excess of that utilized in the appointment of head teachers, the Board may utilize the excess entitlement to appoint the corresponding number of department heads.

(c) Teachers appointed as department heads, except in the case of acting department heads, shall teach the majority of their course load in the department(s) for which they are appointed.

12.03 (a) Resource teachers and programming and assessment teachers shall be appointed for a three-year term but during the first year thereof are on probation and may be relieved.

(b) A resource teacher or a programming and assessment teacher who will have completed the three year term may, before December 31 preceding the end of the school year, apply to the Director of Education for a three year extension of such term. Such extension may be granted at the discretion of the Director of Education but the term may not be extended beyond a sixth year. An incumbent is not eligible to apply for any resource teacher position or programming and assessment teacher position during the annual request for such applications. However, if a second notice is required for any resource teacher position, or programming and assessment teacher position because there is no applicant for the position who is considered suitable therefore by the Director of Education, then the incumbent resource teacher or programming and assessment teacher may apply.

(c) A resource teacher or a programming and assessment teacher who prior to taking an approved leave had not completed the term thereof, or as it may have been extended, shall upon return from such leave have the term of the appointment extended by the length of the approved leave to the end of the school year immediately following provided the leave does not exceed two (2) calendar years.

(d) A resource teacher or programming and assessment teacher shall be informed by the March 1 immediately preceding the end of the first three year term whether such teacher is to be continued for a second three year term.

(e) Notwithstanding (a), (b) and (c), if the Board at any time or times determines that the number of resource teachers or programming and assessment teachers in a particular specialty shall be reduced it may reduce the term of any resource teachers or programming and assessment teachers in such specialty provided it does not extend the term of any resource teachers or programming and assessment teachers in such specialty.

12.04 Subject to Article 10, the Board may relieve a teacher from a permanent position of responsibility or as a resource teacher including teacher (Catholic Teacher Centre) or programming and assessment teacher provided that the reason for demotion is given in writing to the teacher.

12.05 The Board shall notify the Teachers of the allowance or salary for a newly created position of responsibility within five (5) days of the filling thereof and the Board shall discuss promptly such allowance or salary with the Teachers. Any changes requested by the Teachers, with which the Board agrees, shall be retroactive to the date of the filling of such position.

12.06 **(a)** Where practicable, positions of responsibility which become vacant in a school, for any reason, may be filled by acting appointments from the local school until the last school day in June or until the return of the incumbent, whichever comes first.

**(b) Where practicable, positions of responsibility which become vacant for any reason and are not in a school may be filled in an “acting” capacity until the last day in June or until the return of the incumbent, whichever comes first.**

**(i) A teacher appointed by the Board to a position of responsibility in an “acting” capacity for one (1) year shall be guaranteed the same school upon the teacher’s return subject to the surplus and redundancy provisions of the collective agreement.**

**(ii) The temporary vacancy at the school during the one (1) year period will be filled through the Long Term Occasional posting process.**

**(iii) Any position of Responsibility and Added Responsibility not in a school that will be filled in an “acting” capacity shall be consulted through the SSSAC.**

12.07 A teacher appointed by the Board to a position of responsibility in an "acting" capacity will be paid the appropriate salary or responsibility allowance for the position.

12.08 (a) All appointments to major and minor department head positions other than acting appointments shall be according to the following procedures:

(i) the Board shall request applications indicating the specific position and school to fill each department head position by a notice in the Bulletin **and by an electronic list provided to all secondary teachers through Board e-mail**;

(ii) applications will be returned to the principal of the school;

(iii) each teacher who meets the criteria set out in the advertisement shall be entitled to an interview;

(iv) the interview committee shall consist of at least three people, **none of whom will be a teacher,** including the principal who shall chair the committee;

(v) the principal shall forward the recommendations of the committee to the **Superintendent of Human Resources & Labour Relations** for the consideration and approval of the Director; and

(vi) the process of appointment of headships shall be reviewed yearly by the **Board and the Teachers**.

**12.09 A Department Head is a curriculum leader who shall:**

**(a) advocate for a department and department members within a school and within the Board; and**

**(b) not participate in the promotion or hiring of any other teacher.**

**12.10 Anyone in a position of responsibility or a position of added responsibility shall not evaluate teachers.**

ARTICLE 13

DEPARTMENT HEAD ALLOCATION

13.01 The appointment of department heads is within the following understandings:

(a) The minimum number of Department Head Units in any secondary school shall be four (4).

(b) For schools with an average daily enrolment of more than 350 but less than 600, the number of Department Head Units shall be 10.

(c) The maximum number of Department Head Units is based on the average daily enrolment population.

Maximum Number of Units = (Department Head Multiplier)(Average Daily Enrolment) (School)

Where,

(Department Head Multiplier) = Ministry Funding for Department Heads

(Value of Single Unit)

(Average Daily Enrolment)

A Major Department Head would constitute two units

A Minor Department Head would constitute one unit

An Assistant Department Head would constitute one unit

A Program Leader would constitute one unit

13.02 (a) The department organization of the secondary school is prepared by the principal in conjunction with the LSSAC for the approval of the superintendent. A department may be formed in an area in which a Specialist or Honour Specialist Certificate exists. In addition, in departments where 50 or more full credit sections or equivalent (1 credit - 110 hours) exist the position of Assistant Department Head may be established as a one year appointment by the Board on the recommendation of the superintendent.

(b) Positions shall be formed on the following basis, subject to the maximum number of units allowable per school.

Minor Department Head 15 or more full credit sections or equivalent

time (1 credit - 110 hours)

Major Department Head 30 or more full credit sections or equivalent

time (1 credit - 110 hours)

Grouping of associated subjects is permitted.

(c) In the event that a school has unused points, Program Leaders shall be appointed as one-year appointments in areas with fewer than 15 sections to reach the maximum points the school has been allocated.

(d) The appointment of department heads and program leaders will be made within the provincial funding allocated for department heads based on the Board's projections of June 15.

(e) Appointments shall be confirmed by October 31. Any teacher who loses an appointment shall be paid the allowance prorated for such time that the teacher was so appointed.

ARTICLE 14

TEACHERS' SALARY SCALES

14.01 The salaries payable by the Board to teachers whose category (Cat.) and experience have been determined in accordance with Articles 3 and 4 shall be as follows **(consistent with the Central Terms of Agreement-Part A)**:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Effective September 1, 2014 & September 1, 2015:** | | | | |  |
|  |  |  |  |  |  |
| **Step** | **CAT.A0** | **CAT.A1** | **CAT.A2** | **CAT.A3** | **CAT.A4** |
|  |  |  |  |  |  |
| **0** | **$41,881** | **$45,523** | **$47,609** | **$52,479** | **$54,562** |
| **1** | **$44,669** | **$48,553** | **$50,768** | **$56,160** | **$58,572** |
| **2** | **$47,455** | **$51,583** | **$53,925** | **$59,841** | **$62,586** |
| **3** | **$50,239** | **$54,609** | **$57,081** | **$63,521** | **$66,594** |
| **4** | **$53,026** | **$57,636** | **$60,239** | **$67,201** | **$70,610** |
| **5** | **$55,815** | **$60,668** | **$63,395** | **$70,885** | **$74,624** |
| **6** | **$58,599** | **$63,693** | **$66,551** | **$74,566** | **$78,635** |
| **7** | **$61,382** | **$66,722** | **$69,707** | **$78,246** | **$82,645** |
| **8** | **$64,171** | **$69,752** | **$72,865** | **$81,927** | **$86,656** |
| **9** | **$66,957** | **$72,781** | **$76,023** | **$85,605** | **$90,670** |
| **10** | **$69,743** | **$75,809** | **$79,177** | **$89,287** | **$94,682** |

**Effective September 1, 2015**

**Lump Sum Payment equivalent to 1% of earned wages as of September 1, 2015 for all permanent Secondary School Teachers employed by the Board as of September 8, 2015.**

**Effective September 1, 2016 (1% Increase):**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Step** | **CAT.A0** | **CAT. A1** | **CAT.A2** | **CAT.A3** | **CAT.A4** |
|  |  |  |  |  |  |
| **0** | **$42,300** | **$45,978** | **$48,085** | **$53,004** | **$55,108** |
| **1** | **$45,116** | **$49,039** | **$51,276** | **$56,722** | **$59,158** |
| **2** | **$47,930** | **$52,099** | **$54,464** | **$60,439** | **$63,212** |
| **3** | **$50,741** | **$55,155** | **$57,652** | **$64,156** | **$67,260** |
| **4** | **$53,556** | **$58,212** | **$60,841** | **$67,873** | **$71,316** |
| **5** | **$56,373** | **$61,275** | **$64,029** | **$71,594** | **$75,370** |
| **6** | **$59,185** | **$64,330** | **$67,217** | **$75,312** | **$79,421** |
| **7** | **$61,996** | **$67,389** | **$70,404** | **$79,028** | **$83,471** |
| **8** | **$64,813** | **$70,450** | **$73,594** | **$82,746** | **$87,523** |
| **9** | **$67,627** | **$73,509** | **$76,783** | **$86,461** | **$91,577** |
| **10** | **$70,440** | **$76,567** | **$79,969** | **$90,180** | **$95,629** |

**Effective 98th Day of 2016/2017 School Year (0.5% Increase):**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Step** | **CAT.A0** | **CAT. A1** | **CAT.A2** | **CAT.A3** | **CAT.A4** |
|  |  |  |  |  |  |
| **0** | **$42,511** | **$46,208** | **$48,326** | **$53,269** | **$55,383** |
| **1** | **$45,341** | **$49,284** | **$51,532** | **$57,005** | **$59,454** |
| **2** | **$48,169** | **$52,359** | **$54,737** | **$60,742** | **$63,528** |
| **3** | **$50,995** | **$55,431** | **$57,940** | **$64,477** | **$67,596** |
| **4** | **$53,824** | **$58,503** | **$61,146** | **$68,212** | **$71,673** |
| **5** | **$56,655** | **$61,581** | **$64,349** | **$71,952** | **$75,747** |
| **6** | **$59,481** | **$64,652** | **$67,553** | **$75,688** | **$79,818** |
| **7** | **$62,306** | **$67,726** | **$70,756** | **$79,424** | **$83,889** |
| **8** | **$65,137** | **$70,802** | **$73,962** | **$83,160** | **$87,960** |
| **9** | **$67,965** | **$73,876** | **$77,167** | **$86,893** | **$92,035** |
| **10** | **$70,793** | **$76,950** | **$80,369** | **$90,631** | **$96,107** |

ARTICLE 15

ANNUAL ALLOWANCES

15.01 The annual allowances in dollars for positions listed below shall be as follows **(consistent with the Central Terms of Agreement-Part A)**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Sept.1/14** | **Sept.1/15** | **Sept.1/16**  **(1%)** | **98th Day of 2016/17**  **School Year (0.5%)** |
| **Major Department Head** | **$4,728** | **$4,728** | **$4,775** | **$4,799** |
| **Head Teacher** | **$4,728** | **$4,728** | **$4,775** | **$4,799** |
| **Program Leader** | **$2,364** | **$2,364** | **$2,388** | **$2,400** |
| **Minor Department Head** | **$2,364** | **$2,364** | **$2,388** | **$2,400** |
| **Assistant Department Head** | **$2,364** | **$2,364** | **$2,388** | **$2,400** |
| **Resource Teacher** | **$4,559** | **$4,559** | **$4,605** | **$4,628** |
| **Programming & Assessment Teacher** | **$4,559** | **$4,559** | **$4,605** | **$4,628** |
| **Teacher (Catholic Teachers’ Centre)** | **$4,559** | **$4,559** | **$4,605** | **$4,628** |

15.02 A resource teacher appointed prior to January 1, 1988, will be paid an allowance of $756 upon return to the classroom after two years of successful experience as a resource teacher.

15.03 (a) Subject to paragraph (e) below, each teacher appointed to a special education class/**assignment** or a home instruction assignment established in accordance with the regulations under the Education Act shall be paid an allowance for special education certification, according to the following **(consistent with the Central Terms of Agreement-Part A)**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Sept.1/14** | **Sept.1/15** | **Sept.1/16**  **(1%)** | **98th Day of 2016/17**  **School Year**  **(0.5%)** |
| **Part I** | **$718** | **$718** | **$725** | **$729** |
| **Part II** | **$1,079** | **$1,079** | **$1,090** | **$1,095** |
| **Specialist** | **$1,404** | **$1,404** | **$1,418** | **$1,425** |

The allowance shall be prorated according to the percentage of time assigned to a special education class or home instruction assignment. Full time is defined in accordance with the provisions of Article 6.

(b) Programming and assessment teachers shall be eligible for one-half the allowance provided in (a) above. Effective September 1, 2005 all department heads (major, minor and assistant) with the appropriate qualifications and with a special education assignment shall also be eligible for one-half the allowance provided in (a) above.

(c) Any teacher who has been receiving a special education allowance in the 1986/87 school year for teaching in a Language Instruction Class shall continue to receive such allowance in the 2003/2004 school year if continuing in a Language Instruction assignment.

(d) Each teacher appointed to an approved English as a Second Language class/**assignment** shall be paid an allowance for English as a Second Language certification according to the following **(consistent with the Central Terms of Agreement-Part A)**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Sept.1/14** | **Sept.1/15** | **Sept.1/16**  **(1%)** | **98th Day of 2016/17**  **School Year**  **(0.5%)** |
| **Part I** | **$718** | **$718** | **$725** | **$729** |
| **Part II** | **$1,079** | **$1,079** | **$1,090** | **$1,095** |
| **Specialist** | **$1,404** | **$1,404** | **$1,418** | **$1,425** |

The allowance shall be prorated according to the percentage of time assigned to English as a second language. Full time is defined in accordance with the provisions of Article 5.

(e) Notwithstanding the foregoing:

(i) no teacher shall be entitled to be paid more than one of the allowances provided in paragraphs (a) or (d) above, or pro-rated portions of such allowances which in the aggregate exceed the amount of one of such allowances; and

(ii) no teacher appointed to a special education class after August 31, 1980 shall be entitled to the allowance payable under paragraph (a) above and no teacher appointed to an English as a second language class shall be entitled to the allowance payable under paragraph (d) above after August 31, 1984 if in either case any part of the teacher's special education certification or English as a second language certification is being used for category placement.

15.04 Teachers holding a postgraduate degree or degrees from an approved university requiring more than one year beyond the pass degree level shall be paid an allowance of **$936** **(consistent with the Central Terms of Agreement-Part A)** for the first post- graduate degree following successful completion of such degree, provided the postgraduate degree or any part thereof is not used in placement or that the recipient is not receiving an allowance pursuant to section 15.05

Notification of successful completion of a postgraduate degree and salary adjustments shall be in accordance with sections 3.04 and 3.05.

15.05 Teachers shall be paid an allowance of **$761 effective Sept. 1/14, $761 effective Sept.1/15, $769 effective Sept.1/16 and $773 effective the 98th day of the 2016/2016 school year (consistent with the Central Terms of Agreement-Part A)**, per year for one of the following:

ARCT, ATCM, AWCM or equivalent effective September 1 following successful completion of the diploma provided that the diploma or any part thereof is not used in placement, or that the recipient is not receiving an allowance pursuant to section 15.04 and that the recipient first became entitled to this allowance prior to September 1, 1981.

15.06 The Board may temporarily assign administrative duties to a teacher provided that:

• The assignment is 5 days or more but does not extend beyond 19 weeks. The Association shall have discretion to extend such assignment, upon request by the Board;

• The assignment is offered only to teachers of the school where the vacancy exists;

• The opportunity is posted in the school;

• The assignment is in lieu of teaching duties;

• The teacher shall not be responsible to evaluate or discipline teachers;

• The teacher shall be paid a daily rate equivalent to the salary of a first year vice principal; and

• The aggregate of such assignments does not exceed 19 weeks in any one school.

ARTICLE 16

TRAVEL ALLOWANCES

16.01 Itinerant teachers, cooperative education teachers, programming and assessment teachers, resource teachers, and other teachers required to use their vehicles on an ongoing and regular basis for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate:

Effective September 1, 2010 increase as follows:

$0.50 per kilometre for the first 5,000 kilometres in a calendar year, and

$0.45 per kilometre for subsequent kilometres travelled.

16.02 Teachers who use their vehicles from time to time for school business which has been approved by the teacher's principal shall be reimbursed at the rate set out in 16.01.

16.03 A teacher entitled to a reimbursement under 16.01 or 16.02, shall have public liability and property damage insurance for the vehicle in the amount of $500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the teacher shall furnish evidence of this insurance to the Board.

16.04 If the Board determines, in its discretion, that a car is not essential to a teacher accepting any position listed in 16.01, the Board shall reimburse the teacher for public transportation costs if the teacher is required to go from one teaching site to another in the course of a day's teaching.

16.05 Upon request, the Board will complete T2200 forms submitted to it by a teacher who is in receipt of a travel allowance under this collective agreement.

ARTICLE 17

BENEFITS

All teachers, regardless of age, will be eligible to enroll in the benefit plans defined in 17.01 and 17.02.

17.01 (a) The Board shall continue the Great West Life Dental Plan based on the applicable 2007 Ontario Dental Association (ODA) tariff, with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of $10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of $3,000 per person. The Board shall pay 100% of the premium for the basic plan with Riders 1 and 2, and the major restorative and orthodontic riders. Effective August 31, 1997 the Great West Life Dental Plan will be amended to change from a 6 month check-up interval to a 9 month check-up interval.

Effective June1, 2011, the Great West Life Dental Plan shall be updated to reflect a one (1) year lag from current ODW rates (“Current Minus 1 Year”). This one (1) year lag shall continue to be updated on January 1 of each year thereafter

(b) Effective September 1, 2008, the rider to the Dental Plan referenced in Article 17.01(a) providing major restorative benefits shall be amended to provide dental implant benefits as a substitution for a required dental bridge subject to reasonable and customary limits.

17.02 (a) On September 1, the teacher shall pay 10% of the premium in effect on September 1 of that year.

The Board shall continue the existing Great West Life Semi-Private Plan and the Extended Health Plan with the deductibles of $10 and $20 and shall provide the Great West Life $350/24 Vision Care Plan (including laser eye surgery) and eye examinations coverage of $150/24

Semi-Private Plan and Extended Health:

(b) Effective September 1, 2008, the plan set out in 17.02(a) shall be modified to include:

(i) $750/5 years for hearing aids.

(ii) Effective June 1, 2011 the plan will include the services of a registered massage therapist, physiotherapist, acupuncturist, audiologist, podiatrist/chiropodist, naturopath, osteopath, and dietician, subject to an annual aggregate of $750 per year.

(iii) orthotics and orthopaedic shoes shall be covered based on a combined max of $900 in each year, with shoes limited to $400 per pair and orthotics limited to $450 per pair and with an overall limit of a total of 3 pairs per year.

(c) Effective September 1, 2011, the plan set out in 17.02 (a) will include chiropractic services at $35 per visit to a yearly maximum of $350 person.

(d) Effective August 31, 1997 the Great West Life Extended Health Care Plan will be modified to reflect the following changes:

(i) the dispensing fee eligible for re-imbursement under the Extended Health Plan shall be capped at seven dollars per prescription

(ii) an option to have prescriptions filled via mail-order shall be made available

(iii) over-the-counter drugs shall be removed from the formulary of drugs covered under the Extended Health Plan

17.03 Effective September 1, 2006 the definition of dependent child in the benefits plans in 17.01 and 17.02 shall include children to age 25 who are enrolled full-time in a post-secondary educational institution.

17.04 (a) For teachers under age 65, the existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary including any allowances paid under Article 15.

All teachers aged 65 and over shall continue in the group life insurance plan with coverage of $50,000 only.

Each teacher shall pay 100% of the required premiums for life insurance.

A teacher who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the teacher's coverage under such plan.

(b) A separate Group Life policy on the lives of teachers who may wish coverage in addition to that now available under section 17.04(a) shall be provided. Such additional insurance shall be at the expense of the teachers who wish such insurance and on such terms and conditions as the carrier may determine. The Board shall deduct the requisite premiums thereof from the pay of each participating teacher and forward these to the carrier.

(c) Effective June 1, 2011, in the event of the death of a teacher covered by this collective agreement, the family of the deceased teacher shall be entitled to a continuation of coverage for those health and dental benefits the teacher was enrolled in and as provided for by the collective agreement for a period of six (6) months following the death of the teacher.

17.05 The Board's obligation to pay for any teacher the premiums, or portions thereof, referred to in this Article shall not arise until the teacher has executed and returned to the Board any appropriate application forms for coverage that may be required.

17.06 Any EI rebate to which teachers are entitled by reason of the sick leave plan shall be paid to Toronto Secondary Unit, OECTA.

17.07 a) There shall be established a Joint Benefits Review Committee, with equal representation of the parties, which will meet quarterly in the first 2 years and semi-annually thereafter, for disclosure of information to inform decision making concerning the plans referred to in 17.01, 17.02 and 17.04

b) The functions of the committee shall be to:

(i) receive information, which will include the number of teachers in each plan and all financial information related to premium costs, plan usage, experience ratings, reserves and retention rates;

(ii) receive anticipated renewal premium rates by June 20 for September 1 implementation of any revised premium rates;

(iii) review the information, discuss and recommend changes to the premium rates, premium holidays, any rebates as well as possible changes to the plans; and

(iv) discuss any changes to a different carrier while maintaining an equivalent plan.

c) The application of any rebates or premium holidays shall be subject to the joint agreement of the parties but in default of agreement, such amounts shall be used to reduce the premiums.

17.08 a) A teacher who has retired may continue to participate in the Board's benefits plans until the age of sixty-five (65) at the expense of the retired teacher and in accordance with the procedures that may be established by the Board benefits department.

(b) In the event of the death of a retired teacher who elected to continue with benefits coverage in accordance with Article 17.08(a), the spouse and dependent children, if any, may continue to participate in the benefits plan until the spouse reaches the age of sixty-five (65) and any dependent children reach the age of twenty-one (21).

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

ARTICLE 18

METHOD OF PAYMENT

18.01 The annual salary of each teacher shall be divided into twenty-six (26) equal instalments.

18.02 (a) One instalment shall be payable on the first Friday of the week in which the first day of the school year falls. If this payment does not coincide with the Board's administrative payroll, the second instalment shall be paid the following Friday. Subsequent instalments shall be paid every second Friday thereafter. Any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.

(b) The Board shall publish in the Bulletin #2 a salary schedule indicating the payment dates during the school year, the portion of annual salary to be paid on each date, the frequency of deductions and an explanation of deduction codes.

18.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each year during the term of this agreement shall be payable on the last school day in June of that year.

18.04 The annual allowances payable to teachers in positions of responsibility shall be paid as salaries are paid.

18.05 (a) The Board shall deduct from each teacher's pay, on a monthly basis, one tenth of the regular union dues for the teacher and shall remit the amount to OECTA.

(b) For the purpose of clause 18.05(a) “regular union dues” shall have the same meaning under section 47(2) of the Labour Relations Act.

(c) OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of clause 18.05.

18.06 A teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:

• the number of days worked by the teacher

• times the teacher's annual salary

• divided by the number of school days in the school year

18.07 The Teachers acknowledge that the payment by the Board in previous years, pursuant to an agreement entered into with a private secondary school providing for a unified payroll, of the salary and benefits of teachers employed by such private secondary school is not to be construed per se as altering the status of such teacher as an employee of such private secondary school.

**18.08 (a) For the purposes of Employment Insurance (EI) only, the number of insurable hours to be reported shall be eight (8) hours per day**

**(b) The Board will provide Service Canada the Record of Employment (ROE) electronically for teachers who have had an interruption of earnings and may be eligible for EI benefits. Such record shall also be provided to the member in electronic and hard copy.**

ARTICLE 19

PROFESSIONAL DEVELOPMENT

19.01 (a) The Parties agree:

(i) that Professional Development is job-embedded, informed by research, done in partnership with colleagues;

(ii) that Professional Development needs to be addressed at the system level through the **Joint Professional Development Committee;**

(iii) that professional activities for teachers during Professional Activity days shall be consistent with the learning goals identified in the Teachers’ Annual Learning Plans; and

**(iv) that professional activities during Professional Activity days will be informed by the partnerships of the Ministry, Board, and Association.**

(b) **The** Joint Professional Development Committee **shall be** composed of three (3) representatives of the Teachers appointed by the Unit Executive and three (3) representatives of the Board. The representatives of the Teachers and of the Board shall each nominate one of their number as a Co-Chairperson.

(c) The Committee shall meet at least four (4) times per year.

(d) The terms of reference for the Committee shall be:

(i) to oversee professional activities for teachers during Professional Activity days and at other times during the school year consistent with the learning goals identified in the Teachers’ Annual Learning Plans;

(ii) to promote best practices and sustain successful Catholic Professional Learning Communities (CPLC) and monitor their implementation;

(iii) to promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning;

(iv) to recommend on the allocation of funds available to teachers for convention and meeting expenses; and

(v) to recommend to the Board in a timely manner regarding the scheduling of appropriate professional activities for the subsequent school year.

**(e) The Joint Professional Development Committee will review Code day reporting.**

ARTICLE 20

ASSOCIATION BUSINESS

20.01 (a) Upon request in writing, at least two (2) months in advance by the Toronto Secondary Unit of OECTA, the Board shall grant leaves of absence for up to two (2) representatives designated by OECTA provided:

(i) The Board shall pay for the release of representatives of the Association for joint committee meeting days or other reasons expressly required by this collective agreement or by the Board. Where the composition of the joint committee is not defined in the collective agreement, the Board shall pay for no more than two (2) teacher representatives for any one (1) committee.

(ii) The Board shall release representatives of the Association without loss of salary, benefits, experience or seniority for the purposes of conducting Association business. Notice of such release shall be sent by the Association to the Superintendent of Human Resources, or designate, at least one (1) week in advance, where possible. The Association shall reimburse the Board for the cost of replacing the representative released.

(iii) Where an individual teacher is to be released for more than twenty-five (25) school days per semester (or equivalent) in an academic year, not including professional development, or examination days; the President of TSU, the Director and the Superintendent of Human Resources shall meet in a timely manner to address any concerns to ensure program integrity.

(b) In addition to the leave(s) granted under 20.01(a), upon request in writing made at least two (2) months in advance by the Toronto Secondary Unit of OECTA to the Board for a leave(s) of absence without pay or benefits for the teachers who are President and First Vice- President and Second Vice- President, such leave shall be granted provided:

(i) the leave shall be for a school year or part thereof or a portion of the teaching day for a defined period;

(ii) all salary and benefits shall be paid by the branch affiliate and shall be administered by the Board, through the normal payroll process;

(iii) sick leave shall be credited to the teacher during such leave of absence and any unused sick leave credits accumulated prior to and during such leave of absence shall be available to the teacher on resumption of employment with the Board;

(iv) such teacher's seniority and teaching experience shall continue to accumulate during such leave of absence; and

(v) the leave shall be renewable upon request on the same terms provided that the teacher continues as President or First Vice President or Second Vice-President.

(c) Upon the teacher's return from a leave taken in accordance with clause (a) or (b), the teacher shall be given a comparable position in the same geographical area unless there has been prior agreement as to the specific position to which the teacher shall return. But the foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.

20.02 (a) The Board recognizes the appointment of one Teacher representative at each school.

(b) A Teacher representative shall suffer no loss in pay or benefits to attend a meeting with a member of the bargaining unit called by the principal and/or vice principal.

(c) The Board shall provide, subject to approval of the **Superintendent of Human Resources & Labour Relations**, access to the Board’s internal mail (including FAX and electronic mail) services in order to conduct Unit business. The Board shall also provide the Teacher representative in each school or workplace with access to a telephone and photocopier.

(d) The Board shall provide the Teacher representative access to a bulletin board in each workplace for the posting of Unit business and information for the Unit membership.

(e) The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge and at no cost to the Board provided this does not interrupt the instructional program.

(f) TSU officers shall have access to Unit members for Unit business at all schools and workplaces provided that this does not interrupt the instructional program.

ARTICLE 21

DEFERRED SALARY PLANS

21.01 (a) The Board will grant leaves of absence of one year to teachers on the basis of spreading:

**(i) two (2) years of salary over three (3) years (Plan 1)**

**(ii) three (3) years of salary over four (4) years (Plan 2)**

**(iii) four (4) years of salary over five (5) years (Plan 3)**

**(iv) five (5) years of salary over six (6) years (Plan 4)**

**(v) six (6) years of salary over seven (7) years (Plan 5)**

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

(b) Effective September 1, **2017** the Board will grant leaves of absence for one semester to teachers in semester based schools on the basis of spreading:

**(i) two (2) semesters of salary over three (3) semesters (Plan A)**

**(ii) three (3) semesters of salary over four (4) semesters (Plan B)**

**(iii) four (4) semesters of salary over five (5) semesters (Plan C)**

**(iv) five (5) semesters of salary over six (6) semesters (Plan D)**

**(v) six (6) semesters of salary over seven (7) semesters (Plan E)**

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

**c) The plans in Article 21.01 (a) and (b) may be amended as required.**

21.02 Any teacher who has permanent status with the Board and who has completed at least 2 years' teaching for the Board may apply to participate in such Plan.

21.03 The maximum number of such leaves which may be granted under such Plan shall not exceed 60 in any school year.

21.04 A teacher wishing to participate in one of the above Deferred Salary Plans shall apply on the application form available from the Human Resources Department. The form will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the teacher to be considered for participation in the plan commencing within the following school year.

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

21.06 All applications reviewed and endorsed by the deferred salary plan committee shall be considered by the Director or designate who may, in the Director’s or designate’s discretion, reject any applications which in the Director’s or designate’s view might impair the ability of the Board to staff its schools adequately. Teachers whose applications are approved by the Director or designate shall be so informed by May 1st or earlier if possible.

21.07 Each teacher permitted to participate in the Plan shall enter into an agreement with the Board as follows:

(a) (i) 4/5 year plan: in each of the 4 years of the Plan commencing September 1 next following approval the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;

(ii) 4/5 semester based plan: in each of the 4 semesters of the Plan commencing the beginning of the semester following the approval, the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;

(iii) 2/3 semester based plan: in each of the 2 semesters of the Plan commencing the beginning of the semester following the approval, the teacher shall be paid 67% of the salary and allowances to which the teacher is otherwise entitled;

(b) the remaining 20% or 33% (a) iii) of such respective salary and allowances referenced in Article 21.07 shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;

(c) (i) the leave of absence shall commence on September 1 of the 5th year in the 4/5 year plan from the commencement of the teacher's participation in the Plan unless the teacher requests postponement for one year, prior to April 15 of the year before the leave and the Director approves such request, and the number of approved leaves in the following year, including the postponed leave, will not pierce the maximum allowable under 21.03. (This applies retroactively to teachers currently enrolled under the form of contract provided at the time);

(ii) the leave of absence shall commence at the start of the fifth semester in the 4/5 semester based plan or at the start of the third semester in the 2/3 semester based plan, from the commencement of the teacher's participation in the Plan unless the teacher requests postponement for one semester, prior to April 15 or prior to November 15 in the case of a second semester leave. The Director or designate shall approve such request, if the number of approved leaves in the following year, including the postponed leave, will not pierce the maximum allowable under 21.03. (This applies retroactively to teachers currently enrolled under the form of contract provided at the time).

(d) during such period of the leave of absence the Board shall:

(i) pay the teacher all the funds accumulated pursuant to 21.07(b) and interest earned in accordance with the foregoing as follows:

For enrolment in the 4/5 year plan: either in a lump sum, in two equal instalments, or in instalments in accordance with section 18.01, as the teacher may direct or

For enrolment in the 4/5 or 2/3 semester based plan: either in a lump sum at the start of the leave or in instalments in accordance with section 18.01, as the teacher may direct

and

(ii) pay that portion of the premiums payable for the benefit plans set out in Article 17 which it would have paid if the teacher were not on leave; and

(e) the teacher shall pay that portion of the premiums payable for such benefit plans which the teacher would have paid if that teacher were not on leave and the teacher's contributions to the Teachers' Pension Plan in accordance with the Pension Plan’s deferred salary plan regulations.

(f) during such a leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board, and shall not teach in the summer or night school for the Board.

21.08 (a) Subject to any other provisions of the Collective Agreement, the teacher shall return to the secondary school/workplace at which the teacher had been so employed.

(b) In accordance with Canada Revenue Agency guidelines the teacher must return to employment with the Board for the same duration of the leave period; either one year for those enrolled in the 4/5 year plan or one semester for those enrolled in the 4/5 semester or 2/3 semester based plans.

21.09 During such leave, the teacher's seniority shall accumulate but for the purposes of Article 4 the period of such leave shall not be regarded as experience.

21.10 The teacher shall not be entitled to any sick leave credits during the period of such leave but on the teacher's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

21.11 A teacher declared redundant under Article 8 or who leaves employment with the Board while participating in the Plan must withdraw therefrom. The teacher shall then be paid within 60 days a lump sum equal to the teacher's contributions plus interest accrued to date of the withdrawal.

21.12 The teacher may withdraw from the Plan:

(i) provided no replacement for the teacher has been engaged by the Board;

(ii) but may not do so after April 15 of the school year prior to the commencement of the leave or November 15 if the leave commences the second semester, except with the consent of the Board. The method of deferred salary cash-out payment shall be in accordance and compliance with Canada Revenue Agency taxation guidelines.

21.13 Notwithstanding the foregoing, the Board may, if it is unable to employ a teacher as a suitable replacement for the participating teacher who is on leave, defer such leave for the duration of the leave period. In such event the participating teacher may withdraw from the Plan and the teacher shall then be paid within 60 days a lump sum equal to the teacher's contribution plus interest accrued to the date of such withdrawal.

21.14 If a teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the board, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher's personal representative, in the event of the teacher's death, or the teacher shall be paid such lump sum and interest accrued up to the date of the teacher's death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be. Participation in the Plan is not affected while a teacher is on a statutory leave of absence.

21.15 If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long- Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of 60 days by notice in writing to the Board. The teacher shall be paid within 60 days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with 21.07(b).

21.16 If the teacher becomes permanently disabled during the term of this agreement as a result of an injury or illness and in the opinion of the Board's physician is no longer medically fit to carry out the teacher's duties, this agreement upon written notice to the Board from the teacher shall thereupon be terminated. If the teacher is on deferred salary leave at the time the Board shall pay to the teacher, as the teacher may elect:

(i) within 60 days from such termination a lump sum equal to the accumulations plus interest accrued to the date of the payment, less any payments made in accordance with 21.07(d) and any applicable income taxes required to be withheld; or

(ii) the remaining instalments as provided in 21.07(d) less the applicable taxes. If the teacher is not on such leave at the time the Board shall pay to the teacher within 60 days from such termination a lump sum equal to the accumulations plus interest accrued to the date of payment less any applicable taxes.

21.17 In accordance with the advance income tax ruling dated 9 June 1981 and 7 December 2005 received by the Board, any teacher entering the Plan will be subject to tax in each of the five years or in each of the 5 semesters in the case of the 4/5 semester based plan or in each of the 3 semesters in the case of the 2/3 semester based plan, only on the amount of income actually received by the teacher in the year, the interest referred to in clause 21.07(b) when paid will be viewed as normal remuneration in the hands of the teacher and not interest income and the tax to be withheld by the Board shall be based on the amounts actually paid to the teacher.

21.18 At the request of the Teachers made during the negotiations for the renewal of this Agreement, the Board will review with the Teachers the provisions of this Article in the circumstances of applications made by teachers wishing to participate in the deferred salary plan.

21.19 In the event that the number of teachers going on leave in any year is greater than the number of teachers on such leave in the immediately following school year, the Board may employ replacement teachers in number equal to the difference between such first mentioned numbers.

None of such replacement teachers, who shall be identified as such, shall have any recall rights upon being laid off consequent upon the return of the teacher the replacement teacher had replaced.

ARTICLE 22

PREGNANCY AND PARENTAL LEAVES

Statutory Pregnancy and Parental Leaves

22.01 Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix B1). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 22.09.

Application for Pregnancy/Parental Leave

22.02 (a) A teacher shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.

(b) Teachers are encouraged to apply for leave for the entire duration of their leave at the same time. At least 30 days written notice should be given to the Board prior to the commencement of the leave. Provided that it is logistically possible, the teacher may subsequently change leaves by requesting the change, in writing, at least 30 days prior to the date change is to be effected.

(c) If unforeseen circumstances subsequently arise related to the health or the coming into custody, care and control of the child that require the teacher to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

Conditions for Returning

22.03 (a) Wherever possible teachers shall attempt to arrange commencement of and return from pregnancy and parental leaves from the beginning of a school term or semester.

(b) If the teacher takes only the statutory leaves granted under section 22.01 or such other periods of time to accommodate the Board as per section 22.03(a), the teacher shall be guaranteed the same school and position upon the teacher's return subject to the staffing needs of that school/other workplace.

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

Extended Parental Leave

22.04 A teacher is entitled to the extended parental leaves set out below provided the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years.

22.05 First Extension - Subject to clause 22.04 and upon request of the teacher made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the term or semester.

22.06 Subsequent Extensions - Subject to clause 22.04 and upon request of the teacher made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant subsequent extended parental leaves of full term, semester or school year duration.

Conditions for Returning from Extended Parental Leave

22.07 (a) A teacher shall return from an extended parental leave at the beginning of a school term, semester or school year only.

(b) A teacher returning from an extended parental leave shall be guaranteed the same school/workplace provided no staffing emergency has arisen.

Benefits

22.08 A teacher granted a statutory leave and the first extension shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the teacher already enjoys unless the teacher elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave and the first extension but not during any subsequent extension. Such teacher shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the teacher elects to remain covered under such benefit plans.

Special Parental Leave

**22.09** (a) Upon application, a teacher who has completed probation and who is not experiencing significant difficulty in performance as a teacher as verified by the teacher's superintendent, shall be granted a special parental leave without pay for the remainder of the school year or for a full school year for the purpose of parenting.

(b) Such special parental leave shall commence, except in the circumstances of emergency, at the beginning of a school term or semester.

(c) A teacher who has been granted an extended parental leave under sections 22.05 and 22.06 shall not be entitled to a special parental leave under this section with respect to the same child unless the Board in its discretion determines otherwise.

(d) Except in circumstances of emergency, a teacher shall make application in writing for a special parental leave at least two months prior to the commencement of the leave through the appropriate superintendent of education to the Superintendent of Education, Human Resources. An application on shorter notice shall include a justification for the shortness of notice and appropriate supporting material.

(e) No teacher may be granted a leave under this section more than twice except in circumstances considered by the Board to be exceptional.

(f) Subject to any other provisions of the Collective Agreement, the teacher shall return to the secondary school/workplace at which the teacher had been employed; but this shall not prevent the teacher from applying for a transfer in accordance with Article 7.

(g) A teacher granted a special parental leave may, subject to the consent of the carrier and the terms of the plans, continue to be covered at such teacher's expense by the benefit plans, or any of them, referred to in Article 17.

Other

**22.10** The number of school days a teacher is on a statutory pregnancy/parental leave shall be counted as qualified experience for the purpose of placement.

**22.11** A teacher on pregnancy/parental leave may seek temporary employment with the Board, without loss of rights under this Collective Agreement. During such employment, however, the remuneration to the teacher and all working conditions will be according to the applicable collective agreement or management policy.

ARTICLE 23

SICK LEAVE CREDIT PLAN

23.01 (a) (i) All teachers shall be entitled to sick leave credits in accordance with the terms of this Article.

(ii) Part-time teachers shall be entitled to sick leave credits which will be calculated on the percentage of the school year worked for the Board.

(iii) Nothing contained in Article 23 is intended to alter the number of accumulated sick leave credits credited to a teacher immediately prior to September 1, 1984.

(b) Subject to clause (c), at the beginning of each school year each teacher's sick leave account shall be credited with the total current school year's sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.

(c) For any teacher commencing employment after the first day of the school year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the school year.

(d) All unused sick leave shall be accumulated.

23.02 A newly-employed teacher is expected to affect promptly a transfer, in accordance with the applicable law, to the Board of any sick leave credits accumulated with any other school board in Ontario.

23.03 In the event of the re-employment by the Board of a teacher, the Board shall reinstate the accumulated sick leave credit held by the teacher on that teacher's resignation, provided that:

(i) the teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated, and

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

23.04 With respect to those teachers who were shared by the Board and the private sector of a secondary school, the teacher's unused sick leave credits accumulated with the private sector shall be credited in the teacher's sick leave record in the same manner as for a teacher who has transferred from another school board.

Deduction from sick leave credits for illness

23.05 (a) (i) Deduction shall be made from a teacher's sick leave credit for the number of days of absence because of personal illness or immediate family member’s illness. No salary payment shall be made to the teacher for absence beyond the number of days to the teacher's credit in the sick leave plan.

(ii) Absence due to immediate family member’s illness shall be deducted from the teacher’s accumulated sick leave credits.

(b) Absence of a teacher for reasons of personal illness or immediate family member’s illness for a period of five (5) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over five (5) consecutive working days must be certified by a qualified medical or dental practitioner for the individual who is ill. The teacher shall provide such certification to the Board within five (5) days after returning to duty.

(c) The Board may require the teacher to be examined by a medical or dental practitioner of the Board's own choice at any time before any allowance for sick leave is given or while benefits from the Plan are being received. Such examination shall be at the cost of the Board.

Resignation

(d) If a teacher submits a resignation effective earlier than the last day of the school year, a deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

Other leave

23.06 If a teacher is obliged to attend a dead or dying relative beyond any leave granted under section 23.07 and section 24.01, the teacher may apply through the appropriate superintendent to the Superintendent of Human Resources or designate for an extension of such leave by telegram or telephone within two (2) working days of the expiration of such leave. If such extension is granted, the additional time may, at the discretion of the Board, be deducted from any accumulated sick leave credits but if there are not sufficient credits the portion of leave not covered by such credits shall be without pay. The teacher who is not granted such extension will be entitled to up to five (5) days' leave without pay. Such leave without pay may be extended at the discretion of the Board.

Urgent personal business

23.07 (a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside of school hours.

(b) Upon consultation with the principal, who will validate by signing the Employee Absence Report, a teacher may take time off for urgent personal business that arises out of:

(i) the moving of a teacher's residence (one day maximum);

(ii) attendance at the graduation from a post-secondary educational institution of the teacher's spouse, child or parent;

(iii) attendance at a drama or music festival in which the teacher is a participant;

(iv) attendance at a relevant convention if the teacher is a member of a municipal council or local board thereof;

(v) attendance as a participant or coach at a tournament or meet related to the Olympics or sports finals (provincial, national or international);

(vi) attendance as president or executive officer of a riding association at a federal or provincial convention;

(vii) attendance at the funeral, wedding, baptism or confirmation of a close friend; or family member where such leave is not provided under Article 24;

(viii) the birth of a teacher's child or the adoption of a child by the teacher if the teacher is not applying for a leave under Article 22.

(ix) attendance at medical specialist appointment.

(c) If urgent personal business arises out of a catastrophe in a teacher's immediate family, and/or the sudden illness of or accident to a member of a teacher's immediate family or regular care giver to a child or member of the immediate family in the circumstances that the teacher is unable to arrange for anyone else to come for such member, the teacher may take the time off without seeking approval but shall make every attempt to inform the teacher's principal or superordinate.

(d) If urgent personal business is for any reason not outlined in 23.07(b) or (c), the teacher shall first obtain the approval of the **Area Superintendent of Education** or designate unless because of the urgency of the matter, the teacher is unable to seek such approval in which event the teacher may presume such approval without any penalty other than loss of pay if the approval is not subsequently given.

(e) With respect to urgent personal business, the total time which may be taken off in any school year shall not exceed two (2) days; however, the **Area Superintendent of Education** may extend such total time by up to an additional two (2) days.

(f) Any time off for urgent personal business under this clause shall be deducted from the teacher's accumulated sick leave credits but if there are not sufficient credits the portion of the leave not covered by such credits shall be without pay.

Leave for Court Appearance

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

23.09 If by reason of sections 23.05, 23.06, 23.07 or 23.08 a teacher is entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the teacher may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the teacher does not have any unused sick leave to accumulate, then that teacher's last instalment of salary for the school year shall be adjusted by the amount paid to the teacher during any such leaves.

23.10 Notwithstanding any other provision herein contained, the initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee’s personal illness. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absences as defined in the collective agreement.

23.11 The records of sick leave credits, accumulated sick leave and deductions therefrom shall be maintained by the Board which shall administer the sick leave credit plan. The record of each teacher shall be available to the teacher for inspection and to each school in which the teacher teaches. Further, the Board shall provide, in September of each year or as soon thereafter as possible, a record of each teacher's accumulated sick leave credits, as of the 30th day of June previous.

23.12 Accumulated unused sick leave credits shall be used to provide a gratuity in accordance with Article 27.

23.13 A teacher who is not applying for leave under Article 22, may apply to the appropriate superintendent of education for a leave, with deductions from sick leave credits, for the purpose of adoption phase-in procedures. Appropriate documentation from the Catholic Children’s Aid Society, or equivalent organization, as to the time required for the adoption phase-in, shall accompany the application. After reviewing the documentation, the superintendent of education may grant up to five (5) days leave, however, two of these days must be taken under 23.07.

ARTICLE 24

ABSENCE WITHOUT DEDUCTIONS

FROM SALARY OR SICK LEAVE CREDITS

24.01 (a) A teacher shall be granted a leave of absence up to a maximum of five (5) days by reason of a death in the teacher's immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister, son-in-law, daughter-in-law, fiance(e), and, in special circumstances recognized by the Director, a former legal guardian or ward.

(b) A teacher shall be granted leave of absence up to a maximum of two (2) days by reason of a death in the teacher's family to attend the funeral. This will be in the case of the death of uncle, aunt, grandparent, brother-in-law, sister-in-law, niece or nephew.

24.02 Permission may be granted by the Director of Education for absence when acting in an official representative capacity at meetings of Teachers' Federation, educational functions or funerals or other circumstances approved by the Director.

24.03 Special time off shall be granted to teachers for the purpose of writing university or similar examinations or attending the teacher's own graduation.

24.04 A teacher shall be entitled to that teacher's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the teacher is not charged.

ARTICLE 25

LEAVES OF ABSENCE WITHOUT PAY

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

(b) A teacher granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 17 at the teacher's own expense.

(c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.

(d) A teacher returning from leave of one year or less shall return to the secondary school/workplace at which the teacher had been employed. The foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.

ARTICLE 26

WORKPLACE SAFETY AND INSURANCE BOARD

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

(i) such teacher shall direct that all such payments be paid to the Board;

(ii) as long as Revenue Canada does not require a teacher to report Workplace Insurance payments for income tax purposes, the Board shall pay the teacher 90% of the teacher's full salary, including allowances;

(iii) in the event that Workplace Insurance payments are subject to income tax, the Board shall continue to pay such teacher at the teacher's full salary, including allowances;

(iv) calculation shall be prorated on a per diem basis with each day representing the fraction of salary that one day bears to the number of school days in the respective school year;

(v) there shall be no loss of sick credits to the teacher; and

(vi) no teacher shall be entitled to remuneration from the Board and from the Workplace Safety and Insurance Board amounts which in the aggregate exceed the teacher's annual salary, including allowances, from the Board.

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

ARTICLE 27

SICK LEAVE GRATUITY PLAN

27.01 (a) The Board shall pay to each teacher upon retirement, as defined in Article 27.01(h) or to a teacher's estate in the event of the teacher's death, a gratuity based on the unexpended portion of the teacher's sick leave credits accumulated with the Board and computed in accordance with the following formulae:

1 year of service 1 % of S/L credits x 1/200 Of annual Salary

2 " 2 " " "

3 " 3 " " "

4 " 4 " " "

5 " 5 " " "

6 " 6 " " "

7 " 7 " " "

8 " 8 " " "

9 " 9 " " "

10 " 10 " " "

11 " 12 " " "

12 " 14 " " "

13 " 16 " " "

14 " 18 " " "

15 " 21 " " "

16 " 24 " " "

17 " 27 " " "

18 " 30 " " "

19 " 33 " " "

20 " 36 " " "

21 " 39 " " "

22 " 42 " " "

23 " 45 " " "

24 " 48 " " "

25 " 50 " " "

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

(c) No teacher, or that teacher's estate, shall be entitled to more than an amount equal to the teacher's salary, wages or other remuneration for one-half the number of days standing to the teacher's credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by the teacher immediately prior to termination of employment. [ref. The Education Act, section 158 (1)]

(d) Where a teacher has changed time classification from full-time to part-time employment within the five school years prior to the teacher's retirement or death the limitation upon the amount of the gratuity payable under (c) does not apply to such teacher. Instead, the maximum amount receivable by the teacher, or the teacher's estate, shall not exceed an amount equal to one-half of the full-time annual rate of the earnings which the teacher received in the last complete school year in which the teacher was employed by the Board. For the purpose of computing the gratuity for the teacher referred to in this clause (d) "annual salary" in section 27.01(a) shall mean "full time annual rate of earnings".

(e) Notwithstanding clause (c), a teacher employed on a half-time or less basis, or such teacher's estate, shall be entitled to an amount equal to such teacher's salary, wages or other remuneration for all the days standing to such teacher's credit or estate but not in excess of the amount of one-half year's earnings at the rate received by such teacher immediately prior to termination of employment.

(f) In computing the gratuity, the number of days in the year shall be taken at twenty (20) times the normal number of working months of the year.

(g) The retirement gratuity shall be paid in one amount:

(i) during the month following retirement; or

(ii) during the first month of the calendar year following retirement, as the employee or the teacher's estate may elect.

(h) Retirement as used herein shall include a resignation immediately preceding normal retirement, early retirement or by reason of a disability pursuant to the Teachers' Pension Act.

ARTICLE 28

STATISTICAL INFORMATION

28.01 (a) Twice during the school year, the Board shall supply the Teachers with any statistical information which is available concerning:

(i) salaries, placement, seniority (as per Article 8), leaves, age and sex of all teachers, numbers and distribution of teachers in non school- based positions, and

(ii) student/teacher ratios, class sizes, numbers and distribution of education assistants, Board wide class size average, official Average Daily Enrolment.

This information shall be supplied to the Teachers by November 30 for data based on October 31 and by April 30 for data based on March 31 of the school year.

(b) The Board shall provide the Teachers, twice each year, by November 7 and March 7, the following:

(i) the list of teachers on a leave of absence and the commencement date of such leave;

(ii) the list of teachers having returned from a leave of absence and their date of return to work;

(iii) the list of assigned occasional teachers and the names of these teachers whom they are replacing; and

(iv) the Board shall review and discuss once per year with SSSAC the data on Letters of Permission provided by the Ministry.

28.02 (a) The Teachers shall supply or cause to be supplied on a regular basis to the Superintendent of Education, Human Resources, two copies of the Toronto Secondary Unit's newsletter to members and other general interest mailing.

(b) Any statistical information concerning salaries, placement, seniority, leaves, age or sex of teacher, of student/teacher ratios and class size accumulated by the Teachers will be shared with the Board on November 30 and April 30 as per 28.01 (ii).

28.03 The Board shall provide a printed copy of the collective agreement to each of its teachers. The Board and the Teachers’ representatives shall consult to determine the format in which the agreement is printed or otherwise duplicated for such distribution. The Board and the Teachers will post this agreement on their web sites.

28.04 The Teachers shall provide cost-free to the Board fifty (50) copies of the "QECO Teacher's Qualification Evaluation Programme 5".

28.05 By the first Monday in October, and the last Monday in February for a semestered school, of each school year the Board shall supply the Teachers with a list of class size overages.

28.06 On a quarterly basis, the Board shall supply to the TSU President a list of all teachers who have resigned or retired and any new hires since the previous report.

**28.07 The Board shall provide the President of TSU, the 1st & 2nd Vice-Presidents of TSU and the Co-Chair of SSSAC live, read only access to the secondary level school staffing Form #107**

ARTICLE 29

ACCESS TO TEACHER RECORDS

29.01 On request to that teacher’s superintendent, a teacher shall be provided with access to his/her "official file" as defined in 29.03 (d) and as maintained by the Board and located in the office of the Superintendent of Education of the Superintendency to which the teacher is assigned. The Teacher shall, upon request be provided with a photocopy of any performance appraisal reports, professional growth reports, appraisal growth reports or summary reports at the time of the visit. If a teacher has initiated a grievance under section 30.03, and requires access to his/her official file in connection therewith, the file shall be made accessible to the teacher within five (5) working days from the making of the application for access. Should the file not be made available within such five (5) days the period within which the teacher may advance that teacher's grievance to the next step shall, at the request of the teacher or OECTA be extended by the time beyond such five (5) days that the file is made available.

29.02 Upon acknowledging in writing receipt thereof, a teacher shall be entitled to receive a copy of all the teacher's evaluation reports as may be generated under the Teacher Performance Appraisal process and to add that teacher's comments thereto.

29.03 (a) Any documents referring to the competence, character or professional practice of a teacher whether positive or negative which are to be placed in a teacher's official file **or any other file** shall be discussed with and shown or copied to the teacher before these are so placed.

(b) If the teacher disputes the accuracy or completeness of any such information in (a) above, the Board shall, where possible within fifteen (15) teaching days from receipt of written request of the teacher, confirm or amend the documents or remove any of these.

(c) Where the Board removes or amends information under 29.03 (b), the Board shall at the request of the teacher notify in writing all persons who received a report based on the inaccurate information.

(d) "Official file" shall include all performance appraisal reports, professional growth reports, appraisal/growth reports, and summary reports referred to in 29.01 and any documents referred to in 29.03(a) retained by the superintendent.

(e) At the discretion of the Board and upon request of the teacher, negative reports from the teacher's file, which have been in the file at least three (3) years **shall** be removed provided the teacher has not been subject to a negative report in that time period. If the report is not removed, the Superintendent of Human Resources shall meet with the President of TSU to discuss the circumstances.

29.04 Any request made under the terms of this Article shall not adversely affect the right of a teacher as provided in the Municipal Freedom of Information and Protection of Privacy Act, 1989.

29.05 If a teacher is subject to an investigation by the College of Teachers, and if such investigation shows no wrong doing by the teacher, any reference to the investigation will be excluded from the teacher’s official file, unless the teacher requests in writing to have the document(s) included.

29.06 (i) The storage of documents related to a criminal record check or an offense declaration shall be kept confidential and separate from teacher personnel files with access limited to the Superintendent of Human Resources and designates.

(ii) Teachers subject to a positive criminal check may request to view the file materials, relating to the teacher, referenced in section 29.06(i).

ARTICLE 30

GRIEVANCE PROCEDURE AND ARBITRATION

Purpose

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

Definitions

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

Procedure

30.03 (a) Step One: A teacher having a grievance may, provided it is done with reasonable promptness, discuss such grievance with the Superintendent of Education, Human Resources or designate who will give an oral reply to the teacher within five (5) days after such discussion.

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

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

Direct Grievances and Group Grievances

30.04 Any grievance arising directly between the Board and the Teachers or any grievance involving more than one teacher, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.

Arbitration

30.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Teachers or the Board to arbitration.

30.06 The notice submitting to arbitration shall contain the name of the nominee to the arbitration board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within the time limit, then the request for the appointment of an arbitrator or a nominee may be made to the Minister of Labour as provided by the Ontario Labour Relations Act. No person may be appointed to the arbitration board who has participated directly in an attempt to settle the grievance.

30.07 The arbitration board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs. In any grievance, including any arising out of any reprimand, suspension or demotion or the loss of any remuneration or benefits, the board of arbitration shall have the power to direct payment of compensation, vary the penalty or reinstate a benefit, including retroactivity thereof, as such board may determine to be appropriate.

30.08 Notwithstanding section 30.07, the arbitration board established as above shall decide the grievance submitted to it, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this agreement, nor make any decision inconsistent therewith.

30.09 Each party shall pay the cost of its own nominees to the arbitration board and the parties shall share equally the cost of the chairperson.

30.10 Each party may be represented at the arbitration by the representative of its choice.

30.11 Unless otherwise specifically provided any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.

30.12 The term "days" when used in this Article shall mean Monday to Friday inclusive through the year including July and August, but excluding school holidays.

30.13 Any time limits fixed by this Article for the taking of action by either party or by any teacher may at any time be extended by agreement of the representatives of the parties involved.

Expedited Arbitration Option

30.14 Notwithstanding Section 30.06, the parties may mutually agree to appoint a single arbitrator to resolve any such grievance within the provisions of this Article herein.

Grievance Mediation

30.15 Either party may request in writing the other party to refer the matter for resolution by a mediator/arbitrator appointed by the Minister of Labour. If such other party agrees to such mediation within 10 days, then arrangements shall be made promptly by the requesting party with the Minister of Labour for the appointment of a mediator/arbitrator.

ARTICLE 31

GENERAL MEDICAL/PHYSICAL PROCEDURES

31.01 No teacher shall be required to carry out any of the following medical/physical procedures:

• the administration of **any** medication

• catheterization

• manual expression of the bladder

• tube feeding

• feeding students with impaired swallow reflex

• postural drainage

31.02 A committee comprised of equal numbers appointed by the Teachers and the Board shall meet, at the request of either party, to consider and to report to the Teachers and to the Board on medical and physical procedures to be used in schools where there are pupils with special health conditions.

31.03 A teacher shall provide help or seek assistance for a student in an emergency. **An emergency is defined as an unexpected, unpredictable, and often dangerous situation requiring immediate action.** No teacher, however, shall be required to carry out any of the following procedures on an ongoing basis or as a regular duty for pupils with identified health conditions:

• lifting and positioning

• assistance with mobility

• feeding

• toileting

31.04 Employees shall be provided with protective equipment, special clothing **and training** where deemed necessary by the Board as informed by current health standards and/or a medical practitioner.

ARTICLE 32

OCCUPATIONAL HEALTH AND SAFETY

Workplace Violence and Harassment

**32.01** **(a)** **TSU Members are protected from Workplace Violence and Harassment consistent with the Occupational Health and Safety Act (OHSA).**

**(b) The Board’s policies on Workplace Violence and Harassment shall be reviewed at a meeting of the full teaching staff of each school/workplace once each school year.**

Joint Occupational and Safety Committee

**32.02** (a) There shall be established a Joint Occupational Health and Safety Committee (the "Committee") composed of four (4) members of OECTA appointed by the Teachers, and up to four (4) members of management appointed by the Director. All members shall be appointed for the school year beginning September 1.

The appointment of members shall be as outlined by the Occupational Health and Safety Act and Regulation 857.

(b) There shall be two (2) co-chairpersons for the Committee, one (1) from the members representing the administration of the Board and one (1) from the teacher members, appointed by the Teachers for the school year September 1 to August 31.

(c) (i) The Manager of Occupational Health and Safety or designate from the Occupational Health and Safety Department may attend and participate as a resource in all meetings but shall not be a voting member.

(ii) A Co-chairperson, in consultation with the other Co-chairperson, may invite an additional person or persons to attend any meeting of the committee to provide additional information and comment on an issue or issues identified for the Agenda, but any such additional person or persons shall not participate in the other business of the meeting. The invited person or persons may attend the meeting as an observer or observers.

(d) The functions of the Committee shall include:

(i) to review existing education and training programs, satisfy themselves that such programs are sufficient, be involved in improving and/or developing new required programs in ensuring that all teachers are thoroughly knowledgeable of their rights, restrictions and duties under the Occupational Health and Safety Act;

(ii) to review all matters relating to occupational health and safety of teachers which have been referred by any member of the committee, consider alternative solutions and, where appropriate, make recommendations;

(iii) to discuss, consider and make recommendations regarding any other matter of occupational health and safety of teachers that the Committee deems appropriate, inclusive of:

(A) any report dealing with a fatality or a critical injury in the workplace; and

(B) conditions reported as potentially unsafe or unhealthy; and

(iv) to coordinate with other joint health and safety committees of the Board in ensuring the effectiveness of safety and health programs.

(e) The co-chairperson appointed by the administration members of the Board shall call, on or before October 15, the first meeting of the Committee in consultation with the other co-chairperson. Successive meetings shall be arranged by each co- chairperson in rotation but in consultation with the other co-chairperson. The Committee shall meet five (5) times per year. Either co-chairperson, in consultation with the other co-chairperson, may call a meeting to discuss emergency matters.

(f) In the absence of any agreement by both the co-chairpersons, the meeting shall be held after 1:00 p.m.

(g) There shall be no loss of pay to the teacher for the time taken away from the teacher's school to attend Committee meetings and/or perform duties required under the Occupational Health and Safety Act. An occasional teacher, if required, shall be provided for the teacher who is absent to attend a meeting, inspection or investigation, if possible.

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

**32.03** The Director shall respond in writing within 21 calendar days of receipt of:

(i) recommendations addressed to the Director by the Committee; or

(ii) reports referred under clause 32.01(h).

**32.04** (a) The Teachers shall designate **two (2)** F.T.E. teacher representative and in the case of emergency an alternate(s) to:

(i) inspect all or a portion of secondary workplaces within the jurisdiction of the Board no less than once per month and inform the Committee of situations that may be a source of danger or hazard to workers. The schedule of inspections will be established by the Committee;

(ii) accompany the Ministry of Labour's inspector on any inspection of any secondary workplace. If that inspector gives no notice to the principal or designate of such an inspection, then the Teacher representative shall accompany such inspector;

(iii) attend at investigations, tests, and refusals to work, as per legislation; and

(iv) if required, obtain certification as per legislation, at Board expense through the Education Safety Association of Ontario.

(b) Any designation referred to in Article 32.03(a) shall ensure that:

(i) no more than one teacher representative shall be so designated at any one time; and

(ii) any such designation shall be for a minimum period of one semester and for a maximum of one school year.

(c) The teacher(s) designated under 32.03(a) shall be released from teaching duties in accordance with 32.03(b) and placed on Special Assignment. Upon the expiry of the assignment, the teacher shall be reassigned to the same school unless such teacher has been declared surplus or redundant in accordance with the terms of this Collective Agreement.

Other

**32.05** (a) In accordance with the regulations made under the Occupational Health and Safety Act, no teacher has a right to refuse work under the Act where the circumstances are such that the life, health or safety of a student is in imminent jeopardy.

(b) No teacher shall be ordered or permitted to perform any duties or work in any specific areas or to operate any specific equipment or use any specific substance which another teacher has refused until the matter is investigated and satisfactorily settled.

(c) All teachers shall discuss any occupational health and safety problems with their school principals, and shall allow reasonable time for the concern to be addressed, before bringing it to the attention of a committee representative.

**32.06** (a) The Board shall post the names and work locations of committee members, up-to-date copies of the Occupational Health and Safety Act and the Asbestos Regulations including the TCDSB asbestos Management Program (AMP). The Board shall also make available the WHMIS regulations. All of the above shall be posted or made available in a prominent location in each staff room not later than September 30 of each school year.

(b) OECTA Teacher representatives shall be sent copies of the minutes of the Committee and reports of all inspections, investigations or tests which are relevant to their Secondary School workplace within reasonable time.

**32.07** It is the intent of the parties to this agreement that the provisions of these procedures outlined above and set out in Appendix D meet the requirements of the Occupational Health and Safety Act with respect to the establishment of the committee and the inspection of the workplace.

**32.08** Detailed working guidelines of the committee are set out in Appendix D. At the request of the Teachers or the Board at any time, the Board and the Teachers will discuss and review the guidelines.

**32.09** The Parties agree to meet over the life of this collective agreement to develop a letter of understanding to incorporate changes to the collective agreement based on the Joint Multi-Site Employee group dialogue.

ARTICLE 33

HUMAN RIGHTS

33.**01** The Board’s **Catholic Equity and Inclusive Education Policy** shall apply to all teachers.

33.02 The **Catholic Equity and Inclusive Education Policy** shall be reviewed at a meeting of the full teaching staff of each school/workplace once each school year.

**33.03 The parties recognize the rights of teachers to workplace accommodations as per the Board’s policy on Workplace Accommodation for Employees with Disabilities.**

**33.04 A teacher has the right to Association representation during an investigation into alleged workplace violence or harassment.**

ARTICLE 34

DIFFERENTLY ABLED TEACHERS

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

34.02 Subject to the consent of a differently abled teacher, the Board shall work with the Teachers to attempt to find suitable accommodation for the differently abled teacher in a timely manner.

ARTICLE 35

CONTINUING EDUCATION

NIGHT SCHOOL AND SUMMER SCHOOL

35.01 Definitions:

(a) "secondary school continuing education teacher" as referred to in this Article shall mean an individual who falls within the term "teacher" as defined in the "Education Act" as amended by Education Quality Improvement Act who is engaged in the teaching of a course or courses, which is/are eligible for credit towards an Ontario Secondary School Diploma and for which Continuing Education grants are received.

(b) "secondary school continuing education course" shall mean a credit course developed from Ministry of Education and Training Guidelines or approved by the Ministry of Education and Training and which has been scheduled for the number of hours prescribed by the Ministry of Education and Training.

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

(b) The Board will continue to advertise internally all continuing education positions prior to advertising for any outside applicants. The postings shall include the required qualifications as well as anticipated time and location as well as the tentative teaching assignment of the available position. All qualified teachers may apply.

**(c)** **The Board and the Teachers agree that the employment of a secondary school continuing education teacher is determined by the confirmation of assignment form provided to the teacher.**

35.03 (a) (i) The salary scale for a secondary school continuing education teacher shall be as follows for each hour of instruction in a credit course **(consistent with the Central Terms of Agreement-Part A)**. The hourly rate includes 3% for statutory holiday pay and 4% for vacation pay.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Step** |  | **Sept. 1/14** | **Sept.1/15** | **Sept.1/16**  **(1%)** | **98th Day of 2016/17**  **School Year**  **(0.5%)** |
| **0** | **Less than 2 full credits** | **$43.87** | **$43.87** | **$44.31** | **$44.53** |
| **1** | **2 or 3 full credit courses** | **$46.79** | **$46.79** | **$47.26** | **$47.49** |
| **2** | **4 or 5 credit course** | **$49.75** | **$49.75** | **$50.25** | **$50.50** |
| **3** | **6 or more full credit courses** | **$52.65** | **$52.65** | **$53.18** | **$53.44** |

(b) A secondary school continuing education teacher shall be advanced on the steps of the salary schedule set out above on the basis of the number of secondary school continuing education full credit courses taught and completed prior to the commencement of duties on a secondary school continuing education assignment for which the higher rate is to be paid.

(c) A step on the salary schedule shall be based on the number of secondary school continuing education credit courses the secondary school continuing education teacher has taught for the Board, after July 1, 1988.

(d) To be recognized for salary purposes, courses must be full credit courses (90 - 120 hours). Fractional credit courses shall be accumulated to constitute a full credit course. An upgrading credit course shall be counted as one-half of a full credit course.

35.04 A secondary school continuing education teacher, shall not be paid an hourly rate while absent from duties for any reason except as specifically provided herein.

35.05 Other than as set out in this Article, the terms and conditions of this collective agreement shall not be applicable to secondary school continuing education teachers.

35.06 The grievance and arbitration procedures as outlined in Article 30 shall apply to secondary school continuing education teachers only within the context of Article 35.

**35.07 (a) All Continuing Education assignments shall be posted electronically by the first week of September (for Semester 1) and first week of February (for Semester 2) and the last week of April (for summer school).**

**(b) The following criteria will be considered for hiring:**

**(i) Qualifications as registered on the teacher’s Certificate of Qualifications;**

**(ii) Previous teaching experience in the available subject area; and**

**(iii) Previous experience in Continuing Education programs.**

**(c) Teachers may submit their application for any open advertised positions for which they hold qualifications within ten (10) days of the posting. These applications will be used to compile a list of available teachers for Continuing Education. Continuing Education Principals will use this list to contact available teachers as needed and/or required.**

ARTICLE 36

CONTINUING EDUCATION - MSGR. FRASER

36.01 a) The Salary scale for Msgr. Fraser College continuing education teachers shall be as follows for each hour of instruction in a credit course **(consistent with the Central Terms of Agreement-Part A)**. The hourly rate includes 3.46% for statutory holiday pay and 4% for vacation pay.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Step** |  | **Sept. 1/14** | **Sept.1/15** | **Sept.1/16**  **(1%)** | **98th Day of 2016/17**  **School Year**  **(0.5%)** |
| **0** | **Less than 2 full credits** | **$50.52** | **$50.52** | **$51.03** | **$51.28** |
| **1** | **2 or 3 full credit courses** | **$53.86** | **$53.86** | **$54.40** | **$54.67** |
| **2** | **4 or 5 credit course** | **$58.60** | **$58.60** | **$59.19** | **$59.48** |
| **3** | **6 or more full credit courses** | **$60.63** | **$60.63** | **$61.24** | **$61.54** |

(b) A secondary school continuing education teacher shall be advanced on the steps of the salary schedule set out above on the basis of the number of secondary school continuing education full credit courses taught and completed prior to the commencement of duties on a secondary school continuing education assignment for which the higher rate is to be paid.

(c) A step on the salary schedule shall be based on the number of secondary school continuing education credit courses the secondary school continuing education teacher has taught for the Board, after July 1, 1988.

(d) To be recognized for salary purposes, courses must be full credit courses (90 - 120 hours). Fractional credit courses shall be accumulated to constitute a full credit course. An upgrading credit course shall be counted as one-half of a full credit course.

36.02 The Board shall schedule three (3) paid Professional Development Days for continuing education teachers effective the 2008/2009 school year.

Effective September 1, 2009, the Board shall schedule four (4) paid Professional Development Days during the school year for continuing education teachers.

a) At the beginning of each school year each teacher’s sick leave account shall be credited with the total current school year’s sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.

b) For any teacher commencing employment after the first day of the school year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the school year.

c) Unused sick leave credit shall not accumulate beyond the end of the school year.

d) A teacher, in this regard, may be requested to provide certification of such absence by a qualified medical or dental practitioner.

36.03 A teacher in continuing education adult day school at Msgr. Fraser College shall be eligible for benefits as set out in Article 17.

36.04 A continuing education teacher (as defined in the Education Act) who is employed at Msgr. Fraser College, and able to perform satisfactorily, shall be given consideration prior to outside applicants, for a regular secondary teaching position for which he/she is qualified.

36.05 Teachers will not be required to submit marks for the end of quads one, two or three until three (3) days after the end of exams for the quad.

36.06 Other than as set out in this Article, the terms and conditions of this collective agreement shall not be applicable to secondary school continuing education teachers.

36.07 The grievance and arbitration procedures as outlined in Article 30 shall apply to secondary school continuing education teachers only within the context of Article 36.

36.08 Effective February 1, 2004 the attributable hours of work for purposes of Employment Insurance shall be calculated on the basis of 1.4 hours for each hour worked by a continuing education teacher employed at Msgr. Fraser College.

ARTICLE 37

NO STRIKE OR LOCKOUT

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

ARTICLE 38

EFFECTIVE DATE & DURATION (TERMINATION - RENEWAL)

38.01 This agreement shall become effective September 01, **2014**, and shall remain in full force and effect until August 31, **2017**.

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

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

SIGNED, SEALED AND DELIVERED in the presence of

THE TORONTO SECONDARY UNIT TORONTO CATHOLIC DISTRICT

OF THE ONTARIO ENGLISH SCHOOL BOARD

CATHOLIC TEACHERS' ASSOCIATION

EMPLOYED BY THE BOARD

****

APPENDIX A

LONG TERM DISABILITY

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

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

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

It is agreed that this letter shall form part of the Collective Agreement and has the same force and effect as the agreement to which it is appended. The joint committee of Teacher and Board administrative officials having reviewed the procedures concerning the placement of teachers on long term disability (LTD), which procedures have now been established, it is agreed that the joint committee will meet only on an ad hoc basis as problems or concerns of either the Teachers or the Board may arise from time to time.

APPENDIX B

PREGNANCY/PARENTAL LEAVES

POSSIBLE SCENARIOS UNDER NEW EMPLOYMENT STANDARDS ACT

FOR ILLUSTRATION PURPOSES ONLY

SCENARIO (PROVISIONS UNDER COLLECTIVE AGREEMENT & ACT)

1. PREGNANCY AND PARENTAL (Birthmother)

• Statutory 17 weeks (15 EI)

• EI SUB-PLAN @ 65% for first 2 weeks

• Employer pays for its portion of benefits

• Guarantee of return to school and position

• Entitled to additional 35 weeks Parental Leave

2. STATUTORY PARENTAL (Birthfather or adoptive parent)

• Statutory 37 weeks

• EI SUB-PLAN as per Article 22.09

• Employer pays for its portion of benefits

• Guarantee of return to school and position

3. STATUTORY LEAVE PLUS EXTENSIONS - REF. 22.04, 22.05, 22.06, 22.07

• Benefits paid by Board to end of first extension only

• Return at beginning of term, semester or school year

• Guarantee of return to school/workplace

**PREGNANCY/PARENTAL LEAVE – (52 Weeks)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Leave Begins** | **Pregnancy**  **(17 weeks ends)** | **Parental**  **(35 weeks ends)** | **First Extension Ends** | **Subsequent Extension Ends** | **Last Date to Return to Own School** |
| 2014 | Sept. 1/14 | Dec. 27/14 | Aug. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Oct. 1/14 | Jan. 23/15 | Oct. 28/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Nov. 1/14 | Feb. 27/15 | Dec. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Dec. 1/14 | Mar. 27/15 | Nov. 27/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
| 2015 | Jan. 1/15 | April 29/15 | Dec. 30/15 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | Feb. 1/15 | May 29/15 | Jan. 29/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | Mar. 1/15 | June 26/15 | Feb. 26/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | Apr. 1/15 | July 29/15 | Mar. 23/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | May 1/15 | Aug. 28/15 | April 29/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | June 1/15 | Sept. 25/15 | May 27/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | July 1/15 | Oct. 28/15 | June 22/16 | Aug. 31/16 | Jan. 31/17 | Sept. 1/17 |
|  | Aug. 1/15 | Nov. 27/15 | July 29/16 | Aug. 31/16 | Jan. 31/17 | Sept. 1/17 |
|  | Sept 1/15 | Dec. 29/15 | Aug. 30/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Year** | **Leave Begins** | **Pregnancy**  **(17 weeks ends)** | **Parental**  **(35 weeks ends)** | **First Extension Ends** | **Subsequent Extension Ends** | **Last Date to Return to Own School** |
|  | Oct. 1/15 | Jan. 29/16 | Sept. 23/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Nov. 1/15 | Feb. 26/16 | Oct. 21/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Dec. 1/15 | Mar. 29/16 | Nov. 29/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
| 2016 | Jan. 1/16 | April 29/16 | Dec. 23/16 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | Feb. 1/16 | May 30/16 | Jan. 23/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | Mar. 1/16 | June 28/16 | Feb. 21/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | Apr. 1/16 | July 29/16 | Mar. 24/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | May 1/16 | Aug. 26/16 | Apr. 21/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | June 1/16 | Sept. 28/16 | May 24/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | July 1/16 | Oct. 27/16 | June 29/17 | Aug. 31/17 | Jan. 31/18 | Sept. 1/18 |
|  | Aug. 1/16 | Nov. 25/16 | July 21/17 | Aug. 31/17 | Jan. 31/18 | Sept. 1/18 |
|  | Sept. 1/16 | Dec. 29/16 | Aug. 24/17 | Aug. 31/17 | Jan. 31/18 | Sept. 1/18 |
|  | Oct. 1/16 | Jan. 27/17 | Sept. 22/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Nov. 1/16 | Feb. 28/17 | Oct. 24/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Dec. 1/16 | Mar. 30/17 | Nov. 23/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
| 2017 | Jan. 1/17 | April 28/17 | Dec. 22/17 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | Feb. 1/17 | May 31/17 | Jan. 24/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | Mar. 1/17 | June 28/17 | Feb. 21/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | Apr. 1/17 | July 28/17 | Mar. 23/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | May 1/17 | Aug. 25/17 | Apr. 20/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | June 1/17 | Sept. 28/17 | Jan. 25/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | July 1/17 | Oct. 27/17 | June 22/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | Aug. 1/17 | Nov. 28/17 | July 24/18 | Aug. 31/18 | Jan. 31/19 | Sept. 1/19 |
|  | Sept. 1/17 | Dec. 29/17 | Aug. 24/18 | Aug. 31/18 | Jan. 31/19 | Sept. 1/19 |
|  | Oct. 1/17 | Jan. 26/18 | Sept. 21/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Nov. 1/17 | Feb. 28/18 | Oct. 24/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Dec. 1/17 | Mar. 30/18 | Nov. 23/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
| 2018 | Jan. 1/18 | April 23/18 | Dec. 24/18 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | Feb. 1/18 | May 31/18 | Jan. 24/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | Mar. 1/18 | June 28/18 | Feb. 21/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | April 1/18 | July 27/18 | Mar. 22/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | May 1/18 | Aug. 28/18 | April 23/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | June 1/18 | Sept. 28/18 | May 24/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | July 1/18 | Oct. 26/18 | June 21/19 | Aug. 31/19 | Jan. 31/2020 | Feb. 1/2020 |
|  | Aug. 1/18 | Nov. 28/18 | July 24/19 | Aug. 31/19 | Jan. 31/2020 | Sept. 1/2020 |
|  | Sept. 1/18 | Dec. 28/18 | Aug. 23/19 | Aug. 31/19 | Jan. 31/2020 | Sept. 1/2020 |
|  | Oct. 1/18 | Jan. 25/19 | Sept 20/19 | Jan.31/2020 | Aug.31/2020 | Sept. 1/2020 |
|  | Nov. 1/18 | Feb. 28/19 | Oct. 24/19 | Jan.31/2020 | Aug.31/2020 | Sept. 1/2020 |
|  | Dec. 1/18 | Mar. 29/19 | Nov. 22/19 | Jan.31/2020 | Aug.31/2020 | Sept. 1/2020 |

**PARENTAL LEAVE – FATHER OR ADOPTION (37 Weeks)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Leave Begins** | **Parental**  **(37 weeks)** | **First Extension** | **Subsequent Extension Ends** | **Subsequent Extension Ends** | **Last Date to Return to Own School** |
| 2014 | Sept. 1/14 | May 15/15 | Aug. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Oct. 1/14 | June 17/15 | Aug. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Nov. 1/14 | July 17/15 | Aug. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
|  | Dec. 1/14 | Aug. 14/15 | Aug. 31/15 | Jan. 31/16 | Aug. 31/16 | Sept. 1/16 |
| 2015 | Jan. 1/15 | Sept. 17/15 | Jan. 31/16 | Aug. 31/16 | n/a | Sept. 1/16 |
|  | Feb. 1/15 | Oct. 12/15 | Jan. 31/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | Mar. 1/15 | Nov. 13/15 | Jan. 31/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | April 1/15 | Dec. 16/15 | Jan. 31/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | May 1/15 | Jan. 8/16 | Jan. 31/16 | Aug. 31/16 | Jan. 31/17 | Feb. 1/17 |
|  | June 1/15 | Feb. 12/16 | Aug. 31/16 | Jan. 31/17 | n/a | Feb. 1/17 |
|  | July 1/15 | Mar. 16/16 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Aug. 1/15 | April 15/16 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Sept. 1/15 | Dec. 29/15 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Oct. 1/15 | Jan. 22/16 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Nov. 1/15 | Feb. 26/16 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
|  | Dec. 1/15 | Mar. 29/16 | Aug. 31/16 | Jan. 31/17 | Aug. 31/17 | Sept. 1/17 |
| 2016 | Jan. 1/16 | Sept. 9/16 | Jan. 31/17 | Aug. 31/17 | n/a | Sept. 1/17 |
|  | Feb. 1/16 | Oct. 7/16 | Jan. 31/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | Mar. 1/16 | Nov. 8/16 | Jan. 31/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | April 1/16 | Dec. 9/16 | Jan. 31/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | May 1/16 | Jan. 6/17 | Jan. 31/17 | Aug. 31/17 | Jan. 31/18 | Feb. 1/18 |
|  | June 1/16 | Feb. 8/17 | Aug. 31/17 | Jan. 31/18 | n/a | Feb. 1/18 |
|  | July 1/16 | Mar. 10/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Aug. 1/16 | April 7/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Sept. 1/16 | May 11/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Oct. 1/16 | June 9/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Nov. 1/16 | July 11/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
|  | Dec. 1/16 | Aug. 10/17 | Aug. 31/17 | Jan. 31/18 | Aug. 31/18 | Sept. 1/18 |
| 2017 | Jan. 1/17 | Sept. 8/17 | Jan. 31/18 | Aug. 31/18 | n/a | Sept. 1/18 |
|  | Feb. 1/17 | Oct. 11/17 | Jan. 31/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | Mar. 1/17 | Nov. 8/17 | Jan. 31/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | April 1/17 | Dec. 8/17 | Jan. 31/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | May 1/17 | Jan. 8/18 | Jan. 31/18 | Aug. 31/18 | Jan. 31/19 | Feb. 1/19 |
|  | June 1/17 | Feb. 8/18 | Aug. 31/18 | Jan. 31/19 | n/a | Feb. 1/19 |
|  | July 1/17 | Mar. 9/18 | Aug. 31/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Aug. 1/17 | April 10/18 | Aug. 31/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Sept. 1/17 | May 11/18 | Aug. 31/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Oct. 1/17 | June 8/18 | Aug. 31/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Nov. 1/17 | July 11/18 | Aug. 31/18 | Jan. 31/19 | Aug. 31/19 | Sept. 1/19 |
|  | Dec. 1/17 | Aug. 10/18 | Aug. 31/18 | Jan 31/19 | Aug. 31/19 | Sept. 1/19 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Year** | **Leave Begins** | **Parental**  **(37 weeks)** | **First Extension** | **Subsequent Extension Ends** | **Subsequent Extension Ends** | **Last Date to Return to Own School** |
| 2018 | Jan. 1/18 | Sept. 7/18 | Jan. 31/19 | Aug. 31/19 | n/a | Sept. 1/19 |
|  | Feb. 1/18 | Oct. 11/18 | Jan. 31/19 | Aug. 31/19 | Jan. 31/2020 | Feb.1/2020 |
|  | Mar. 1/18 | Nov. 8/18 | Jan. 31/19 | Aug. 31/19 | Jan. 31/2020 | Feb.1/2020 |
|  | April 1/18 | Dec. 7/18 | Jan 31/19 | Aug. 31/19 | Jan. 31/2020 | Feb.1/2020 |
|  | May 1/18 | Jan. 8/19 | Jan. 31/19 | Aug. 31/19 | Jan. 31/2020 | Feb.1/2020 |
|  | June 1/18 | Feb.8/19 | Aug. 31/19 | Jan. 31/2020 | n/a | Feb.1/2020 |
|  | July 1/18 | Mar.8/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |
|  | Aug. 1/18 | April 10/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |
|  | Sept.1/18 | May 10/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |
|  | Oct. 1/18 | June 7/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |
|  | Nov. 1/18 | July 11/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |
|  | Dec. 1/18 | Aug. 9/19 | Aug. 31/19 | Jan. 31/2020 | Aug.31/2020 | Sept.1/2020 |

APPENDIX C1

DEFERRED SALARY PLAN SAMPLE AGREEMENT

(4/5 Year Deferred Salary Plan)

AGREEMENT made this day of , 200 . BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

hereinafter called the “Board” OF THE FIRST PART

- and -

hereinafter called “Teacher” OF THE SECOND PART

WHEREAS the collective agreement entered into as of the 23rd day of July, 1981, between the Board and the Toronto Secondary Unit of the Ontario English Catholic Teachers Association employed by the Board provides, among other things, for the granting by the Board of leaves of absence of one year to teachers on the basis of spreading four years' salary over five years, all on the terms and conditions set out in Article 21 of such collective agreement and hereinafter called the “Deferred Salary Plan”;

AND WHEREAS said Article 21 requires that each teacher permitted to participate in the Deferred Salary Plan shall enter into an agreement with the Board;

AND WHEREAS the Board has approved the application of the teacher for leave under the Deferred Salary Plan for the school year commencing September 1, \_;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

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

In each of the four school years following September 1, , the teacher shall be paid 80% of the salary and allowances (excepting car use and travel allowances) to which the teacher is entitled under the terms of the applicable collective agreement, less income taxes required to be withheld.

3. The remaining 20% of the salary and allowances referred to in paragraph 2 shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on daily interest savings accounts and compounded annually.

4. During the school year which coincides with the leave of absence, the Board shall pay the teacher, or as the teacher may direct, all the amounts retained by the Board pursuant to paragraph 3, together with all interest accumulated in accordance therewith, either as:

(i) a lump sum;

(ii) such lump sum paid in two equal instalments, one in the current calendar year and the other in the succeeding calendar year; or

(iii) by instalments in accordance with the method of payment of salary as set out in the applicable collective agreement, as the teacher may direct in writing prior to 60 days from the commencement of such school year.

5. During the period of said leave, the Board shall pay that portion of the premium for the benefit plans which it is required to pay under the collective agreement then in force, and the teacher shall pay the balance of such premiums and make appropriate contributions to the Ontario Teachers' Pension Plan in accordance with the Pension Plan’s deferred salary plan regulations.

During such school year of the leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board and shall not teach in the summer or night school for the Board.

6. Subject to the provisions of the collective agreement applicable at the time, the teacher shall return to the secondary school at which the teacher had been so employed.

7. During the period of such leave the seniority of the teacher shall continue to accumulate but for the purposes of placement under the applicable collective agreement the period of such leave shall not be regarded as qualified experience.

8. During the period of such leave the teacher shall not be entitled to any sick leave credits but on return from such leave the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

9. If the teacher while participating in the Deferred Leave Plan is declared surplus pursuant to the applicable collective agreement and subject to being laid off or leaves employment with the Board, the teacher must withdraw from the Deferred Leave Plan. The teacher shall thereupon be entitled to be paid within sixty days from such declaration or after leaving employment a lump sum equal to the accumulations plus interest accrued to date of the teacher's withdrawal, less applicable income taxes, in accordance with paragraph 2.

10. The teacher may withdraw from the Deferred Salary Plan at any time by notice in writing to the Board provided:

(i) no replacement has been engaged by the Board; and

(ii) such withdrawal is done prior to April 15 in the calendar year in which the leave is to be taken unless the Board otherwise consents.

11. Notwithstanding the foregoing, the Board may if it is unable to employ a teacher as a suitable replacement for the teacher while the teacher is on leave, defer such leave for up to one year. In such event, the teacher may withdraw from the Deferred Salary Plan by notice in writing to the Board and thereupon such teacher shall be paid within sixty days a lump sum equal to the accumulations plus interest accrued to the date of such withdrawal, less applicable income taxes, in accordance with paragraph 2.

12. If the teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the Board, is dismissed or otherwise leaves active employment with the Board, the teacher's personal representative in the event of death, or the teacher, as the case may be, shall be paid a lump sum equal to the accumulations plus interest accrued to the date of death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be, less applicable income taxes, in accordance with paragraph 2.

13. If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long-Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of 60 days by notice in writing to the Board. The teacher shall be paid within 60 days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with paragraph 2.

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

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

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

APPENDIX C2

DEFERRED SALARY PLAN SAMPLE AGREEMENT

(4/5 Semester Based Plan - effective September 1, 2006)

AGREEMENT made this day of , 200 . BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

hereinafter called the “Board” OF THE FIRST PART

and

hereinafter called “Teacher” OF THE SECOND PART

WHEREAS the collective agreement entered into as of the 8th day of June 2005 and as amended between the Board and the Toronto Secondary Unit of the Ontario English Catholic Teachers Association employed by the Board provides, among other things, for the granting by the Board of leaves of absence of one semester to teachers on the basis of spreading four (4) semesters of salary over five (5) semesters, all on the terms and conditions set out in Article 21 of such collective agreement and hereinafter called the “Deferred Salary Plan”;

AND WHEREAS said Article 21 requires that each teacher permitted to participate in the Deferred Salary Plan shall enter into an agreement with the Board;

AND WHEREAS the Board has approved the application of the teacher for enrolment into the 4/5 semester based plan on the teacher’s election to begin participation in the plan in the (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_school year.

AND WHEREAS the Board has approved the application of the teacher for the 4/5 semester based leave under the Deferred Salary Plan for the (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_ school year. Semester 1 leaves of absence (1) commence effective August 1 and Semester 2 leaves of absence end July 31 in accordance with Canada Revenue Agency guidelines.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The Board hereby grants a leave of absence to the teacher under the Deferred Salary Plan commencing on the start of (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_ school year.

2. In each of the four (4) semesters following the beginning of the enrolment period, the teacher shall be paid 80% of the salary and allowances to which the teacher is entitled under the terms of the applicable collective agreement, less income taxes required to be withheld.

3. The remaining 20% of the salary and allowances referred to in paragraph 2 shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on daily interest savings accounts and compounded annually.

4. During the semester which coincides with the leave of absence, the Board shall pay the teacher, or as the teacher may direct, all the amounts retained by the Board pursuant to paragraph 3, together with all interest accumulated in accordance therewith, either as:

(i) a lump sum;

(ii) by instalments in accordance with the method of payment of salary as set out in the applicable collective agreement, as the teacher may direct in writing prior to 60 days from the commencement of such school year.

5. During the period of said leave, the Board shall pay that portion of the premium for the benefit plans which it is required to pay under the collective agreement then in force, and the teacher shall pay the balance of such premiums and make appropriate contributions to the Ontario Teachers' Pension Plan in accordance with the Pension Plan’s deferred salary plan regulations.

During such leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board and shall not teach in the summer or night school for the Board, in accordance with Revenue Canada guidelines.

6. Subject to the provisions of the collective agreement applicable at the time, the teacher, shall return to the secondary school at which the teacher had been so employed.

7. During the period of such leave the seniority of the teacher shall continue to accumulate but for the purposes of placement under the applicable collective agreement the period of such leave shall not be regarded as qualified experience.

8. During the period of such leave the teacher shall not be entitled to any sick leave credits but on return from such leave the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

9. If the teacher while participating in the Deferred Leave Plan is declared surplus pursuant to the applicable collective agreement and subject to being laid off or leaves employment with the Board, the teacher must withdraw from the Deferred Leave Plan. The teacher shall thereupon be entitled to be paid within sixty days from such declaration or after leaving employment a lump sum equal to the accumulations plus interest accrued to date of the teacher's withdrawal, less applicable income taxes, in accordance with paragraph 2.

10. The teacher may withdraw from the Deferred Salary Plan at any time by notice in writing to the Board provided:

(i) no replacement has been engaged by the Board; and

(ii) such withdrawal is done prior to April 15 of the school year prior to the commencement of the first semester leave or by November 15 prior to the commencement of the second semester leave in which the leave is to be taken, unless the Board otherwise consents.

11. Notwithstanding the foregoing, the Board may if it is unable to employ a teacher as a suitable replacement for the teacher while the teacher is on leave, defer such leave for the duration of the semester leave. In such event, the teacher may withdraw from the Deferred Salary Plan by notice in writing to the Board and thereupon such teacher shall be paid within sixty days a lump sum equal to the accumulations plus interest accrued to the date of such withdrawal, less applicable income taxes, in accordance with paragraph 2.

12. If the teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the Board, is dismissed or otherwise leaves active employment with the Board, the teacher's personal representative in the event of death, or the teacher, as the case may be, shall be paid a lump sum equal to the accumulations plus interest accrued to the date of death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be, less applicable income taxes, in accordance with paragraph 2.

13. If prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long-Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of 60 days by notice in writing to the Board. The teacher shall be paid within 60 days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with paragraph 2.

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

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

It is understood that the teacher will be subject to income tax in each semester enrolled in the Plan and that the Board will withhold tax in accordance with the Advance Income Tax Ruling dated December 7, 2005, received by the Board only on the amount of income actually received by the teacher in a year. The interest referred to in paragraph 2 when paid is to be viewed as normal remuneration in the hands of the teacher and not interest income. The tax to be withheld by the Board shall be based on the amount actually paid to the teacher.

APPENDIX C3

DEFERRED SALARY PLAN SAMPLE AGREEMENT

(2/3 Semester Based Plan - effective September 1, 2007)

AGREEMENT made this day of , 200 .

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

hereinafter called the “Board” OF THE FIRST PART

- and -

hereinafter called “Teacher” OF THE SECOND PART

WHEREAS the collective agreement entered into as of the 8th day of June 2005 and as amended between the Board and the Toronto Secondary Unit of the Ontario English Catholic Teachers Association employed by the Board provides, among other things, for the granting by the Board of leaves of absence of one semester to teachers on the basis of spreading two (2) semesters of salary over three (3) semesters, all on the terms and conditions set out in Article 21 of such collective agreement and hereinafter called the “Deferred Salary Plan”;

AND WHEREAS said Article 21 requires that each teacher permitted to participate in the Deferred Salary Plan shall enter into an agreement with the Board;

AND WHEREAS the Board has approved the application of the teacher for enrolment into the 2/3 semester based plan on the teacher’s election to begin participation in the plan in the (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_\_school year.

AND WHEREAS the Board has approved the application of the teacher for the 2/3 semester based leave under the Deferred Salary Plan for the (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_ school year. Semester 1 leaves of absence commence effective August 1 and Semester 2 leaves of absence end July 31 in accordance with Canada Revenue Agency guidelines

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The Board hereby grants a leave of absence to the teacher under the Deferred Salary Plan commencing on the start of (1st or 2nd) semester of the \_\_\_\_\_/\_\_\_\_\_school year.

2. In each of the two (2) semesters following the beginning of the enrolment period, the teacher shall be paid 67% of the salary and allowances to which the teacher is entitled under the terms of the applicable collective agreement, less income taxes required to be withheld.

The remaining 33% of the salary and allowances referred to in paragraph 2 shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on daily interest savings accounts and compounded annually.

During the semester which coincides with the leave of absence, the Board shall pay the teacher, or as the teacher may direct, all the amounts retained by the Board pursuant to paragraph 3, together with all interest accumulated in accordance therewith, either as:

(i) a lump sum,

(ii) by instalments in accordance with the method of payment of salary as set out in the applicable collective agreement, as the teacher may direct in writing prior to 60 days from the commencement of such school year.

5. During the period of said leave, the Board shall pay that portion of the premium for the benefit plans which it is required to pay under the collective agreement then in force, and the teacher shall pay the balance of such premiums and make appropriate contributions to the Ontario Teachers' Pension Plan in accordance with the Pension Plan’s deferred salary plan regulations.

During such leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board and shall not teach in the summer or night school for the Board, in accordance with Revenue Canada guidelines.

6. Subject to the provisions of the collective agreement applicable at the time, the teacher, shall return to the secondary school at which the teacher had been so employed.

7. During the period of such leave the seniority of the teacher shall continue to accumulate but for the purposes of placement under the applicable collective agreement the period of such leave shall not be regarded as qualified experience.

8. During the period of such leave the teacher shall not be entitled to any sick leave credits but on return from such leave the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

9. If the teacher while participating in the Deferred Leave Plan is declared surplus pursuant to the applicable collective agreement and subject to being laid off or leaves employment with the Board, the teacher must withdraw from the Deferred Leave Plan. The teacher shall thereupon be entitled to be paid within sixty days from such declaration or after leaving employment a lump sum equal to the accumulations plus interest accrued to date of the teacher's withdrawal, less applicable income taxes, in accordance with paragraph 2.

10. The teacher may withdraw from the Deferred Salary Plan at any time by notice in writing to the Board provided:

(i) no replacement has been engaged by the Board; and

(ii) such withdrawal is done prior to April 15 of the school year prior to the commencement of the first semester leave or by November 15 prior to the commencement of the second semester leave in which the leave is to be taken, unless the Board otherwise consents.

11. Notwithstanding the foregoing, the Board may if it is unable to employ a teacher as a suitable replacement for the teacher while the teacher is on leave, defer such leave for the duration of the semester leave. In such event, the teacher may withdraw from the Deferred Salary Plan by notice in writing to the Board and thereupon such teacher shall be paid within sixty days a lump sum equal to the accumulations plus interest accrued to the date of such withdrawal, less applicable income taxes, in accordance with paragraph 2.

12. If the teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the Board, is dismissed or otherwise leaves active employment with the Board, the teacher's personal representative in the event of death, or the teacher, as the case may be, shall be paid a lump sum equal to the accumulations plus interest accrued to the date of death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be, less applicable income taxes, in accordance with paragraph 2.

13. If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long-Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of 60 days by notice in writing to the Board. The teacher shall be paid within 60 days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with paragraph 2.

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

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

It is understood that the teacher will be subject to income tax in each of the semester enrolled in the Plan and that the Board will withhold tax in accordance with the Advance Income Tax Ruling dated December 7, 2005, received by the Board only on the amount of income actually received by the teacher in a year. The interest referred to in paragraph 2 when paid is to be viewed as normal remuneration in the hands of the teacher and not interest income. The tax to be withheld by the Board shall be based on the amount actually paid to the teacher.

APPENDIX D

WORKING GUIDELINES FOR THE SECONDARY SCHOOL TEACHERS/BOARD JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

Alternates

1.1 The Teachers shall appoint an alternate teacher (other than an excluded category) to represent each member of the committee if the member is unable to attend the meeting. The names and school or other location of the members of the committee and their alternates shall be sent to the Manager of Occupational Health and Safety.

Meetings

2.1 Each meeting of the committee shall have a quorum of at least one-half of the members present in order to conduct a meeting provided at least one member appointed by the Teachers and one member appointed by the Board Administration are present.

2.2 One Co-chairperson must be present in order to conduct the meeting. If the Co- chairperson whose turn it is to chair the meeting is absent, the other Co- chairperson will chair the meeting.

2.3 In the event a teacher is required to be absent from the teacher's regular duties to attend a meeting, notice shall be given at least by 3 p.m. on the previous school day to the teacher’s principal. An occasional teacher, if required, will be requested by the principal.

Agenda

3.1 The agenda shall be prepared by both Co-chairpersons at least two weeks in advance of the meeting.

3.2 If 3.1 cannot be achieved, the agenda items may be considered only if they are approved by a majority at the beginning of the meeting.

3.3 Every effort shall be made to deal with Agenda matters expeditiously within the scheduled meeting time. If necessary, by mutual consent an additional meeting may be called to address outstanding issues of the Agenda.

3.4 Committee members will discuss and consider all unresolved occupational health and safety concerns regarding secondary teacher workplaces and reports brought to their attention.

Recommendations

4.1 Any recommendations will be directed:

(a) if capable of being solved at the school level as determined by the committee, to the appropriate principal; and

(b) if it is beyond the scope of the school level to the school/facilities superintendent; and

(c) if it is beyond the scope of the superintendent, to the Director of Education.

Minutes

5.1 The minutes shall state the location, hazard category, hazard description, recommendation and disposition of the problems.

5.2 Minutes shall be reviewed and corrected if necessary, by the Co-chairs, who will sign the copy to be circulated to all committee members for any necessary action. The minutes shall be submitted for approval at the next meeting of the committee. The approved minutes shall be sent to the OECTA unit office.

Changes

6.1 The Parties agree to meet over the life of this collective agreement to develop a letter of understanding to incorporate changes to the collective agreement based on the Joint Multi-Site Employee group dialogue.

APPENDIX D1

EXCERPTS FROM THE OCCUPATIONAL HEALTH AND SAFETY ACT

25. (1) An employer shall ensure that [...] the equipment, materials and protective devices as prescribed are provided [...and] maintained in good conditions.

(2) [...] an employer shall:

(a) provide information, instruction and supervision to a worker to protect the health and safety of the worker...

(e) afford assistance and cooperation to a committee and a health and safety representative in the carrying out by the committee and the health and safety representative of any of their functions.

28. (1) A worker [teacher] shall: [...]

(b) use or wear the equipment, protective devices or clothing that his employer requires to be used or worn;

(c) report to his employer or supervisor the absence of, or defect in, any equipment or protective device of which he is aware and which may endanger himself or [others].

(d) report to his employer or supervisor any contravention of this Act or the regulations or the existence of any hazard of which he knows.

(2) No worker [teacher] shall:

(a) remove or make ineffective any protective device required by the regulations...

(b) use or operate any equipment, machine, device or thing or work in a manner that may endanger himself or any other [person].

43. (3) A worker may refuse to work or do particular work where he has reason to believe that:

(a) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another...

(b) the physical condition of the workplace or part thereof in which he works or is to work is likely to endanger himself.

[N.B. ONTARIO REGULATION PROVIDES THAT NO TEACHER HAS A RIGHT TO REFUSE WORK UNDER PART V OF THE ACT WHERE THE CIRCUMSTANCES ARE SUCH THAT THE LIFE, HEALTH OR SAFETY OF A PUPIL IS IN IMMINENT JEOPARDY.]

APPENDIX E

LETTER OF INTENT

INSURANCE COVERAGE

A Committee comprised of equal numbers appointed by the Teachers and by the Board shall be appointed promptly, upon request of either party to consider and report to both parties on the Board’s insurance coverage respecting teachers involved in an accident while on Board-approved business.

**APPENDIX F**

**LETTER OF INTENT**

**CONSULTATION**

During the course of negotiations the Board has agreed to consult with the Teachers prior to the implementation of any major changes of Policy or procedures of the Board which may affect them.

The Board has further agreed to meet with the Association to discuss the development and/or implementation of any new programs and/or new teaching duties along with any announced funding that may have an impact on the Bargaining unit.

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

Initial notification for consultation will be through the TSU President and Secondary School Staff Allocation Committee where applicable.

**Respectful engagement between parties seeks to find information and to work collaboratively for the purposes of engaging and respecting experience and expertise. The dialogue should be meaningful and informed and should occur prior to decisions being made.**

**Consultation:**

* **The Board and Association:**
  + **each have an active role and a bilateral interaction**
  + **must take regard and consider each other’s views**
* **The purpose is to give the Association time to study, consider and reply and present counterproposals or alternatives in a timely fashion:**
  + **To give effect to this provision in any meaningful way, notice must be given in a timely fashion.**
* **The Board will provide the Association *bonafide* reasons for proposals and will give due consideration to alternatives and proposals by the Association.**
* **The Association is required to address pertinent factors.**
* **There must be sufficient disclosure of relevant information to the Association to enable it to assess the intention and rationale and to enable it to formulate alternative suggestions.**
* **The Board must take an objective assessment.**
* **The collective agreement language applies equally in all situations and the obligations on the parties are the same.**

**APPENDIX G**

**LETTER OF INTENT**

**ALTERNATE STAFFING**

Dear Mesdames/Sirs:

The Board and the Teachers have agreed in the course of these negotiations that in the event that a school, other than Mary Ward Catholic Secondary School, develops an alternate staffing model which includes alternative models and which has been approved by the principal and the LSSAC, the model will be presented to the SSSAC which shall study it and develop recommendations in consultation with the LSSAC. The finalized report and recommendations will be forwarded to the Board and the Teachers. If both the Board and the Teachers ratify the staffing model as amended by the recommendations, then the staffing model, as amended by the recommendations, may be implemented. In the case of Mary Ward Catholic Secondary School, the provisions of Article 11 shall apply.

**APPENDIX H**

**LETTER OF INTENT**

**TEACHER PERFORMANCE APPRAISAL**

1. The Board agrees to develop and maintain Performance Appraisal Procedures that:

a) are consistent with the Act and Regulations; and

b) based on professional growth.

2. The Board shall implement the Act and Regulations within the framework of the Board’s Mission Statement and the preamble of the Collective Agreement.

3. The Board shall provide the President of TSU-OECTA a written summary of those members of TSU-OECTA, who are to be evaluated each year, no later than October 31 of the evaluation year.

4. For experienced teachers performance appraisal:

In semester one, the summative report shall be completed by January 15.

In semester two, the summative report shall be completed by May 31.

5. After the classroom observation, if the evaluator determines that the teacher may receive an Unsatisfactory Rating, the post-observation meeting shall be held no later than 10 days after the classroom observation.

6. (a) The Principal shall provide to the TSU-OECTA President the names of all teachers who receive an Unsatisfactory Rating immediately upon issuance.

(b) Prior to any recommendation of a teacher termination to the Board, an evaluation will be conducted by the teacher’s Superintendent except where circumstances prompt a termination to protect the best interests of students as provided for by Bill 110.

7. A joint teacher committee including representatives of TSU-OECTA will be formed to examine the issues relating to Teacher Performance Appraisal. The Board agrees to review with said committee the Teacher Performance Appraisal process for consistency of application, including timelines and process within the language of the applicable Acts and their Regulations; the Board will seek input from the Teachers when reviewing the teacher performance appraisal procedures and will inform the Teachers of proposed changes to their implementation.

**APPENDIX I**

**LETTER OF INTENT**

**WORKLOAD AND STAFFING**

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

The Board during negotiations expressed to the Teachers its intent, to maximize or exceed its staffing allocations over the next four years as outlined in the Ministry of Education Technical Papers for areas such as Special Education, Library and Guidance.

The Board further expressed its commitment to discuss with the Teachers, through SSSAC, any annual staffing revisions that may be a response to changes in government funding, allocations or legislation.

SSSAC will ensure that the implementation of the above is done in a fair, equitable and timely manner.

In a manner consistent with past practice, the Education Act and its Regulations:

(i) teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day. Such time shall not constitute supervision/on- call or instructional time. This time is not available for Principals to assign remediation, teacher advisory, Credit Recovery, detention or any other duties.

(ii) any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty, shall constitute supervision/on- call time. All assignments shall be included within the totals defined in Article 6.

**APPENDIX J**

**LETTER OF INTENT**

**CONTINUING EDUCATION TEACHERS – MSGR. FRASER**

In the event that the Ministry of Education revises the funding model for the education students over age 21 at any time during the life of this contract, the Board shall enter into discussion with the Teachers with the purpose to improve the salary/working conditions for teachers at Msgr. Fraser College. Such improvements shall be limited by the funds available through the revised funding model.

**APPENDIX K**

**LETTER OF INTENT**

**SECONDARY SCHOOL CLOSURE**

Purpose

The intent of this appendix is to give secondary school teachers, identified as surplus on or before April 15 due to a school closing, an opportunity for priority placement in a school that has openings in its staffing model, due to the transfer of students from the closing school(s).

Process

The SSSAC shall meet:

• To determine the designated receiving schools

• To determine the number of surplus teachers from the closing school(s)

• To determine the number of teachers that can be absorbed by each of the designated receiving school due to the transfer for students from the closing school(s)

• To outline a process, taking into consideration the guidelines below, whereby the surplus teachers in the closing school(s) will be placed.

The SSSAC will continue to meet, on an ongoing basis, to review the placement of the surplus teachers.

Guidelines

1. Principals prepare staffing models, in accordance with Article 5, based on the projected enrolment for the next school year, inclusive of any anticipated increase in enrolment due to the transfer of students from the closing school(s).

2. Teachers who are surplus because of the closing of the school are listed on a designated sublist of the surplus teachers.

3. Teachers on the designated sublist will be given an opportunity to list their first and second choice for placement in a designated receiving school.

4. Open positions, as of April 15, in the designated receiving schools, will be offered to teachers on the appropriate designated sublist, who hold the qualification required by the Acts and Regulations, in order of their seniority with the secondary panel.

5. Teachers accepting such positions are placed on the receiving school’s staffing model.

6. Teachers who accept placement in the receiving school which was their first choice will be removed from the surplus list.

7. Open positions in the staffing models of the receiving school which become available after April 15 and prior to May 31 will continue to be offered to teachers on the appropriate designated sublist(s) as per item 4, 5 and 6 above.

8. The designated sublists are dissolved on May 31, when all surplus teachers will have been placed in accordance with Article 7.08(b)(vi).

9. These guidelines do not preclude a teacher from accepting an open position in a school which is not a designated receiving school.

**APPENDIX L**

**LETTER OF UNDERSTANDING**

**TEACHERS OF THE DEAF AND HARD OF HEARING**

The parties agree that in the event that a teacher of the deaf and hard of hearing needs to be moved between panels, a committee composed of equal representation of TSU, TECT and the Board shall meet to decide if (a) the movement between panels is necessary and (b) the movement shall be made without loss of seniority. The decision of the committee must be unanimous to be successful.

**APPENDIX M**

**LSSAC TEMPLATE**

|  |  |  |  |
| --- | --- | --- | --- |
| **TIMING** | **ACTIVITY** | **LSSAC DUTY** | **STAFF INVOLVEMENT** |
| Prior to  September 15 | LSSAC Election (5.05(b)) |  | - Choose reps  - TSU-OECTA Teacher Rep conducts election |
| By September 25 | First meeting of LSSAC (5.05(a)) | - Review class sizes and enrolment for semester (5.03) |  |
| First week of October | Meeting of all staff (5.03 and 5.05(f)(ii)) | - Collect data (class size; workload distribution)  - Make recommendations regarding surplus staff (if necessary)  - Report to staff (5.05(f)(ii)) | Review reports at a meeting of all teaching staff |
| November | Course Calendars | - Review information pertaining to potential changes in course offerings  - Report to staff | Review report |
| January | Semester II data | - Make recommendations regarding surplus staff or open positions (if necessary)  - Report to staff | Review report |
| February | Option Selection | - Review trend in school population  - Receive Principal’s estimation of student numbers for following year  - Recommend parameters which will guide decisions regarding whether to “run” courses  - Begin discussions regarding master schedule |  |
| Last week of February | Meeting of all staff in semestered schools (5.03  & 5.05(f)(ii)) | - Review class sizes and enrolment for semester II (5.03)  - Recommend changes if necessary | Review reports at a meeting in the first week of March |
| March | Option Sheet Tallies | - Review Tallies and recommend numbers of sections  - Review department totals  - **Review teacher preference forms**  **- Review Student Success/Credit Recovery Statement of Principles**  - Make recommendations regarding DH Model, School Organization Model | - Departments review sections  - Submit transfer requests  - Teachers on leave inform Board/Principal of intention to return by March 15 (7.05(a))  - Teachers inform the Principal of:  i) Subjects in which qualified  ii) Subjects willing to teach by mutual agreement  iii) Subjects in which the teacher is intending to have qualifications by the following September |

|  |  |  |  |
| --- | --- | --- | --- |
| **TIMING** | **ACTIVITY** | **LSSAC DUTY** | **STAFF INVOLVEMENT** |
| By April 15 | Form 106 – Staff Model | - Review staff allocation to school  - Receive names of staff returning the following September  - Determine discrepancy between Form 106 allocation and number of staff returning  - Where number of staff is short, recommend open position(s) to be advertised  - Where number of staff is in excess, recommend teacher(s) to be declared surplus  (5.08(c))  - Submit Report to Board/SSSAC  - Begin development of tentative model of school organization  - Begin development of tentative Department Head Model |  |
| April 15 | Declaration of Surplus Staff/Open Positions | - Report to Staff  - Report surplus and open positions to Board/SSSAC (5.06(b)) |  |
| May | Updates as Necessary | - Review updated information  - Make recommendations regarding principles for teacher assignments | - Check bulletin for lists of open positions  -Inform Principal of changes in plans |
| June | Finalization of Master Schedule and School |  | Prepare for new courses etc. |
| July-August | Staffing Consultation | - Make recommendations regarding teacher assignments |  |

*Notes: i)All timelines and duties are subject to the terms of the Collective Agreement*

*ii) As per Article 7.08 (xi) no local staffing shall occur.*

**APPENDIX N**

**SAFE SCHOOLS**

There shall be a joint Safe Schools Committee composed of up to four (4) members of TSU and up to four (4) representatives from the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chair.

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

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

The functions of the committee shall be:

1. To review the TCDSB Code of Conduct and Safe Schools policies under Bill 212.

(ii) To review existing education and training programs in current Safe Schools legislation.

(iii) To facilitate professional development activities in relation to Safe Schools legislation.

(iv) To make recommendations to the Safe Schools Advisory Committee with regards to safe school issues as they may affect secondary school teachers.

(v) To obtain relevant Safe Schools data as required and permissible.

(vi) To continue to review the jointly developed protocol on the delegation of authority of a Principal pursuant to the Education Act and applicable program and policy memoranda.

**APPENDIX O**

**LETTER OF INTENT**

**YEAR ROUND SCHOOLING**

**In the event** of the Board **introducing** year-round schooling on or prior to the expiration of this collective agreement, the Board will work with the authorized representatives of the bargaining unit through SSSAC to identify and resolve those issues in the collective agreement which will require amendment(s) in order to implement the program within the framework of the collective agreement.

**Appendix p**

**LETTER OF INTENT**

**EDUCATIONAL LEADERSHIP**

**The parties agree to meet to develop a leadership model for the duration of a teacher’s and administrator’s career based on the principles of:**

1. **Building healthy relationships and developing people;**
2. **Meaningful consultation and partnership;**
3. **Professional learning opportunities for Catholic School leadership formation;**
4. **Development of problem solving capacity; and**
5. **Succession Planning**

**The objectives are: to enhance opportunities for Catholic School leadership formation for secondary teachers, to support succession planning and to support wellness in the workplace. The Board and TSU will establish a Leadership Committee composed of up to three (3) members of TSU and up to three (3) representatives from the Board. The representatives of the Teachers and the Board shall each nominate one of their number as a Co-Chair.**

**The functions of the Committee shall be to:**

**(i) identify and communicate leadership opportunities for secondary teachers in schools/workplaces that serve to enhance leadership;**

**(ii) identify and address needs and concerns through processes informed by relevant statistical data, surveys and feedback;**

**(iii) identify the impact of leadership initiatives on wellness in school communities and workplaces;**

**(iv) recommend professional development activities and training to the Joint Professional Development Committee and the Board Leadership Development Strategy Committee in relation to key leadership competencies including interpersonal, communication and conflict management skills;**

**(v) promote the delivery and evaluation of the initiatives, professional development activities and training programs;**

**(vi) conduct an annual audit on the effectiveness of program development and make recommendations for the next year; and**

**(vii) annually review and update a list of leadership skills and opportunities that support wellness.**

**The committee will meet 4 times per year and will provide an annual report by June 30 of each year. The annual report is to be provided for the Senior Board staff and TSU Executive, as well as all secondary teachers. The committee will be in place by May 2016 and will hold its first meeting by June 30 of 2016.**

**Resources for the committee’s consideration may include but not be limited to:**

**(i) the Ontario Catholic Leadership Framework;**

**(ii) the TCDSB Multi-Year Strategic Plan;**

**(iii) the National Standards for Psychological Health Safety in the Workplace; and**

**(iv) the Mental Health Commission of Canada’s Leadership Framework for Advancing Workplace Mental Health.**

**APPENDIX Q**

**LETTER OF UNDERSTANDING**

**SECONDMENTS, EXCHANGES AND INTERNATIONAL PROGRAMS**

**TSU and the Board support the opportunities afforded by participation in secondments, exchanges, and international programs. TSU and the Board believe that such programs should operate in a fair, transparent, and equitable manner to maximize the benefits for both staff and students and that it is important to plan to make such programs sustainable.**

The Parties agree that they will meet, through SSSAC, to:

(a) discuss the terms and conditions of employment, working conditions and process for return to the Board for secondary teachers on secondments, exchange transfers and international programs. The Board will provide TSU with a list of all teachers in any such assignment at least five (5) days prior to the start of the assignment;

(b) address the implications of such assignments, including but not limited to, pension, seniority, discipline, LTD coverage, WSIB, union and/or legal representation, medical/benefits coverage, and workplace accommodations;

(c) discuss the impact of third-party educational agencies on the programs of the Board; and

(d) **develop and update information letters for any teacher considering such a position.**

**APPENDIX R**

**LETTER OF UNDERSTANDING**

**ARTICLE 7- POSTING AND TRANSFER PROCESS**

The Parties agree to review and implement, through SSSAC, a clear and transparent process for the internal posting of and transfer into open positions in accordance with the collective agreement. This process shall be implemented no later than March 31, 2013.

**APPENDIX S**

**LETTER OF UNDERSTANDING**

**ARTICLE 21- DEFERRED SALARY LEAVES**

The Parties agree over the life of this collective agreement to meet to discuss the possibility of developing additional x/y deferred salary option plans.

**APPENDIX T**

**JOINT TECHNOLOGY COMMITTEE**

**Background**

**(a) The Toronto Catholic District School Board (TCDSB) and the Ontario English Catholic Teachers’ Association – Toronto Secondary Unit (OECTA) are parties to a Memorandum of Agreement, dated November 12, 2009, which establishes the creation of a Joint Technology Committee (JTC). Committee Functions**

**The Committee**

**(b) The Joint Technology Committee (JTC) is to review matters concerning Webmarks and technology including but not restricted to hardware and software affecting classroom teachers.**

**(c) The functions of the JTC shall be:**

**(i) to review, assess and make recommendations concerning existing and newly planned or amended technologies and their use affecting classroom teachers;**

**(ii) to review and make recommendations about existing and future supports, resources and training for teachers concerning existing and newly planned or amended technology affecting classroom teachers;**

**(iii) to collect, review and assess feedback from classroom teachers about their use of existing and newly planned or amended technology;**

**(iv) to make recommendations about needs for new technology or changes to existing technology; and**

**(v) to obtain information relevant to existing and newly planned or amended technology affecting classroom teachers.**

**(d) Notice of plans of any new technology or any changes to existing technology will be provided to this committee.**

**(e) Consultation with this committee will occur prior to the implementation of any major technology changes.**

**(f) The Board and TSU will each appoint up to three members to the JTC.**

**Meetings**

**(g) The JTC will meet at least once each semester and meet at least three more times unless the JTC determines that fewer meetings are needed.**

**APPENDIX U**

**SPECIAL EDUCATION**

**A. SPECIAL EDUCATION COMMITTEE**

**The parties, through a Joint Special Education Committee, agree to ongoing dialogue to review Special Education challenges.**

**(a) A committee comprised of equal numbers appointed by the Teachers and the Board shall meet, at the request of either party, to consider and to report to the Teachers and to the Board on special education issues and concerns.**

**(b) The Committee shall meet at least four (4) times per year.**

**(c) The Committee will be comprised of three (3) representatives of the Teachers and three (3) representatives of the Board.**

**Duties of the Committee**

**The duties of the Committee shall be:**

1. **to discuss and make recommendations regarding the delivery models of Special Education programming based on current practices of Special Education in Ontario;**

**(b) to receive and discuss intended Board Policy and procedure changes and the implementation of new Special Education program initiatives;**

**(c) to discuss and resolve caseload matters;**

**(d) to receive financial disclosure of all secondary Special Education budgetary allocations and expenditures;**

**(e) to consult on classroom and non-classroom staffing for Special Education;**

**(f) to discuss implications of Ministry direction and policy in Special Education for classrooms and Special Education teachers;**

**(g) to discuss implications of TCDSB direction and policy in Special Education for classrooms and Special Education teachers; and**

**(h) to consult on job-embedded professional development, that is both current and relevant, for secondary teachers.**

**B. SPECIAL EDUCATION WORKLOAD**

**(a) The Board and the Teachers agree that Special Education Teachers in the bargaining unit are to be assigned a fair and equitable workload according to the following guidelines:**

**(i) The Special Education Department allocation (Section E - Form 106) shall be fully utilized in the department;**

**(ii) The Section E staffing allocation shall not be used to staff Credit Courses (other than GLE courses);**

**(iii) The student case load in the department shall be distributed among teachers in the department in a fair and equitable manner, in proportion to the number of non-credit periods teachers are assigned to the department;**

**(iv) Each teacher assigned a student caseload in any semester/term shall have at least one monitoring period in that semester/term;**

**(v) Each teacher should be assigned no more than one GLE course per semester; and**

**(vi) A teacher assigned a GLE course shall, if possible, have the students in this class included in their student caseload.**

**APPENDIX V**

**ALTERNATIVE DISPUTE RESOLUTION**

**The Board and the Teachers are committed to the principles of Alternative Dispute Resolution as a valid process in addition to the grievance/arbitration process outlined in this collective agreement.**

**The parties agree to meet twice annually during the life of this collective agreement to discuss options for resolution of “low-level” grievances.**

**To ensure access to mutually agreed arbitrators, the parties agree to book monthly dates on an annual basis two (2) years in advance.**

**APPENDIX W**

**LETTER OF INTENT**

**EMPLOYEE ASSISTANCE PROGRAM**

**The Board and the Association agree to consultation meetings to collaboratively explore implementing an Employee Assistance Program (EAP). The first meeting shall be held by the end of June 2016. Any implementation of the EAP will be guided by consultation, with a view to the creation of a Letter of Understanding regarding the terms of the EAP (if appropriate).**