



COLLECTIVE AGREEMENT

BETWEEN

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(Hereinafter called "THE BOARD")

AND

**THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION of
Ontario/La fédération des enseignant(e)s de l'élémentaire de l'Ontario**

(Hereinafter called "the Union")

Comprising Members of

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

EFFECTIVE 1 SEPTEMBER 2014 TO 31 AUGUST 2017

The hyperlinks between different parts of this agreement or the links from this Agreement to any other document such as forms, policies or procedures are provided for ease of reference or access only. They do not alter any of the provisions of the collective agreement itself.

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Your School OCETF Steward: _____

Health and Safety Representative: _____

School Council Representative: _____

Please contact the following for any specific information you may require concerning this Collective Agreement:

Board Office 613-596-8211

Human Resource Officer (Academic) ext. 8341

Human Resource Officer
Employee Wellness & Disability Management 613-596-8778

Payroll Administrator (Academic) ext. 8569

Ottawa Carleton ETFO/FEEO Office 613-596-3932

President ext. 206

Chief Negotiating Officer ext. 205

Long Term Disability ext. 211

Teachers' Pension Plan Board 1-800-668-0105

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ETFO TEACHERS – PART A: CENTRAL TERMS

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for teachers and one single collective agreement for occasional teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

- C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B

of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C2.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO).
- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, 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.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).

- c) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- d) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d) i, below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the

central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the central parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the central parties.

C4.5 Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) Where the central parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The central parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C5.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.
Pursuant to b) above, the following will apply:
 - c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be 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.
 - d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

C6.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement #6. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C6.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C6.2 Cost Sharing

- a) With respect to the funding in C6.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C6.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.4 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary

data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.5 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C7.00 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d) i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.

- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation .
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long Term Occasional Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long Term Occasional assignment:

- i. Teachers in a Long Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iv. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C8.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C8.2** The parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C8.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.

C8.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The parties agree that a teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment 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 judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. 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.

- d) The results of diagnostic assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher or long-term occasional teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) 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.
- d) Seniority and experience continue to accrue during such leave(s).
- e) 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 payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), 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 disability plan.

Family Medical Leave or Critically Ill Child Care Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers and long-term occasional teachers who access such Leaves, a SEB plan to top up their E.I. Benefits. The 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.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) 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.

C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance benefits or the SEB plan 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 STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the

2008-12 collective agreement or the last collective agreement concluded between the parties.

- e) The teacher must provide the Board with proof that 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.
- f) Eligible teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the teacher in accordance with the Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

C12.00 CLASS SIZE/STAFFING LEVELS

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

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

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties agree that it is critical that the process to gain long-term occasional assignments and permanent positions be fair and transparent.

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and

recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.

- b. The local parties may, if they choose, negotiate a capped roster.
- c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
- d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.
- e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

- i. the job posting at the time the posting is circulated in the system;
- ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- iii. names of successful applicants.

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called 'ETFO')**

RE: Occasional Teacher Ability to Lock the Classroom Door

School boards will achieve the compliance level regarding Occasional Teacher ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo for this round of bargaining.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

The Crown

RE: Special Education Committee

The parties agree to establish a committee comprised of representatives from ETFO, the Ministry of Education and school board leadership in the area of special education. Additional representatives may be invited as resources to the committee as needed. The committee will discuss current issues as identified by the parties related to supporting students with special education needs.

The committee shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister of Education by April 30, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

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 contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to as the 'benefit plans' can only be moved into the Trust, such that 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, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and school boards (hereinafter, the "Board") 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 both within and beyond the term of the current collective agreement. This letter of understanding 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 and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.

- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other 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 or school authority. 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 an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

- 4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.
- 4.1.2 Upon the Board's participation date:
- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily occasional teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
 - ii) 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.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
 - v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

- 4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- i. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily occasional teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for occasional teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.
- 4.1.5 The Trust shall determine employee co-pay, if any.
- 4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO 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 ETFO ELHT with supporting documentation as required by the Trustees.
- 4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and

employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

- 4.2.1 The Government of Ontario will provide:
- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
 - b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” commence 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 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 Boards’ surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 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.

- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving 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.

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and

to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 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:
 - a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.

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

5.2.5 The Trust shall provide “trustee liability insurance” for all Trustees.

5.3.0 Accountability

5.3.1 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 the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new teachers/members within a reasonable amount of time from their acceptance of employment.

- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

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

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

11.1.1 PRIVACY

11.1.0 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).

APPENDIX A – HRIS File

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, 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 ETFO ELHT and the employer representatives:

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

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called 'ETFO')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called 'ETFO')**

RE: Status Quo Central Items Requiring Amendment and Incorporation

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

1. Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions

without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

3. Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

4. Salary, Wages and Direct Compensation

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 2, 2015.

The four issues identified above shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

PART B: LOCAL TERMS

The hyperlinks between different parts of this agreement or the links from this Agreement to any other document such as forms, policies or procedures are provided for ease of reference or access only. They do not alter any of the provisions of the collective agreement itself.

ARTICLE L1 PURPOSE

L1.01 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions to promote harmonious and mutually beneficial relationships between the Board and the Ottawa Carleton ETFO/FEEO (hereinafter referred to as “Union”/“Bargaining Unit”) and to provide for procedures for prompt and equitable disposition of all matters in dispute which may arise between the parties.

ARTICLE L2 RECOGNITION

L2.01 The employer being the Ottawa-Carleton District School Board (hereinafter referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union/Federation”) as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except Occasional Teachers.

L2.02 The Board recognizes that the Union/Federation has authorized Ottawa Carleton ETFO/FEEO to act on its behalf, as its agent, in all matters respecting the administration, interpretation and application of this agreement.

L2.03 For the purposes of this agreement, the term Teacher means a person certified by the Ontario College of Teachers employed by the Board to teach but does not include a supervisory officer, a principal, or a vice-principal.

ARTICLE L3 TERM AND SCOPE

L3.01 Any amendment to, or variation in procedures set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Board and the Union.

L3.02 The agreement shall be a “collective agreement” for all purposes. Each of the parties shall make every effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel members and

representatives to abide by all terms or decisions made pursuant to or contained within this Collective Agreement.

ARTICLE L4 STRIKES OR LOCKOUTS

L4.01 The Board and the Ottawa-Carleton ETFO/FEEO agree that there shall be no strike or lockout during the term of this agreement, as those terms are defined by the School Boards Collective Bargaining Act and the Labour Relations Act, respectively.

ARTICLE L5 JUST CAUSE

L5.01 No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause.

ARTICLE L6 RIGHTS AND RESPONSIBILITIES

L6.01 Subject only to the specific terms, provisions and conditions contained in this Collective Agreement, and subject to the right of either party to lodge a grievance as set out in this Collective Agreement, the Teachers and the Bargaining Unit recognize the right and obligation of the Board to manage the affairs of the Board in all aspects including, but not limited to, the following:

- a) To hire, transfer, promote, demote or lay-off because of lack of work;
- b) To formulate and publish reasonable rules and regulations to be observed by Teachers covered by this Collective Agreement;
- c) To plan and control the teaching programs of the Board, including but not limited to, the number of Teachers to be employed, the number of students to be taught, school location and facilities, to plan for the retirement of Teachers and, without limiting the generality of the foregoing, to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of this Collective Agreement and which are in compliance with the prevailing statutes governing education in the Province of Ontario.

L6.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

L6.03 Teachers shall have the right to have Union representation present at any meeting held for the purpose of investigating a matter which may lead to disciplinary action or any subsequent disciplinary meeting(s).

ARTICLE L7 DISCRIMINATION

L7.01 The Employer and Ottawa Carleton ETFO/FEEO Local agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Teacher by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences, sex, sexual orientation, or membership in the Union. If such terms appear in the Ontario Human Rights Code, their meaning shall be the same as in the Code.

ARTICLE L8 UNION STEWARDS

L8.01 The Union shall notify the Board in writing of the names of the Union Stewards and the Board shall recognize the Union Stewards as being authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union. The parties agree that the Union Steward and the Principal shall treat each other with mutual respect.

L8.02 In order to conduct Union business, the Board shall provide the Union with access to the Board's internal mail services.

L8.03 The Board shall provide the Union Steward in each school or workplace access to a telephone in a private location and a photocopier, provided the expenses for long distance calls and photocopier costs are paid by the Union.

L8.04 The Board shall provide the Union Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

L8.05 The Union shall have access to its members for Union business at all schools and workplaces and shall be provided with appropriate meeting space, at a time determined in consultation with the Principal.

ARTICLE L9 SCHOOL YEAR

L9.01 The school year shall be the minimum 194 days as required in the Education Act and the Regulations.

L9.02 Recognizing that the Board shall make the final determinations, the school year calendar and the use of professional activity days will be established following consultation with the Union.

- a) Two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards; one prior to the first reporting period and one prior to the second reporting period.
- b) It is understood that the time allocated for this purpose may, at the discretion of the Employer and following consultation with the Union, be scheduled in no less than half day segments.

ARTICLE L10 EXPERIENCE CREDIT

L10.01 Effective 25 January 1999, the salary and allowances paid to any Teacher shall be according to the schedules and procedures of this Collective Agreement.

For Teachers on staff as of 31 August 1998, the calculation of experience credits according to this article shall be only for experience acquired after 31 August 1998.

For Teachers hired prior to 25 January 1999, previous experience shall be credited in accordance with the terms of the collective agreements with their previous employer Board, i.e. Ottawa Board of Education or Carleton Board of Education.

L10.02 Credit for Previous Teaching Experience

For purposes of placement and progression of full-time and part-time Teachers on the salary schedule, the following shall apply;

- a) Part-time or full-time teaching experience gained in a day program within the school year while engaged as a Teacher holding an Ontario Teaching Certificate, or its equivalent, or as a member in good standing of the Ontario College of Teachers, shall be credited by the Board in determining placement on the salary schedule, provided the employment was either with a school board, or with other than a school board, where the Teacher taught a program of study similar that taught in the Ontario elementary school system.
- b) Experience credit under this section shall be granted on the basis of one month credit for each full month employed, with ten months constituting a full school year. A Teacher must be employed for at least one-half of the available teaching days in a given month to gain credit for a full month's teaching experience for that month.

- c) The only occasional teaching credited as experience shall be long term occasional teaching experience acquired in the same school year or the school year immediately preceding employment on contract with the Ottawa-Carleton District School Board. In addition, experience which has been recognized previously by the Board for pay purposes shall also be credited as experience.
- d) A Teacher shall be credited with a full year of experience for purposes of progression on the grid, provided:
 - i. A Teacher has taught for the full year
 - or
 - has been actively engaged in a teaching assignment under this collective agreement for the full year;
 - ii. A Teacher has been absent for an accumulated total of not more than one-half of the number of school days in the school year for reasons authorized by the Board, which shall include illness and pregnancy/parental leave
 - and
 - has been actively engaged in a teaching assignment for the remainder of that particular school year;
 - or
 - iii. A Teacher has been absent for part or all of the school year at the specific request of the Director of Education or designate,
 - or
 - The Teacher has been absent on leave with pay, such as secondments, sabbaticals, loans to DND, language training leaves and CUSO teaching assignment authorized by the Board.

Subject to Article L10.02 (b), the Teacher shall be credited for all time during which he/she has been actively engaged in a teaching assignment with the Board.

- e) In applying the above sections of this article, full-time Teachers shall be credited with full-time experience, and part-time Teachers shall have their experience credit pro-rated.
- f) Should a part-time Teacher become a full-time Teacher, the part-time experience shall be accumulated and the Teacher placed on the salary schedule accordingly.
- g) For purposes of progression on the salary grid, experience acquired with the Board shall be credited as of 31 August each year and shall be effective the following 1 September

- h) In no case shall a Teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- i) Notwithstanding any provision of this article, no Teacher shall accumulate continuous teaching experience with the Ottawa-Carleton District School Board by virtue of being on lay-off, leave of absence without pay, LTD of more than one- half of the school year.
- j) In order to be credited with experience, acceptable proof must be provided by the Teacher.

L10.03 Related Experience

Up to five (5) years of eligible related experience shall be credited at the rate of four (4) months per year of experience, for a maximum credit for grid placement of two years of experience. Credit will only be granted in intervals of four (4) months, for every twelve (12) months of cumulative related experience. Related experience must be directly related to the teaching position for which hired and must be for the complete calendar or school year as appropriate to the type of experience. Related experience will be deemed to include teaching experience prior to certification.

L10.04 Increments

The Board reserves the right to withhold the increment of a Teacher whose work is inadequate as attested to by the Director of Education or designate, and the principal. The Teacher shall be notified no later than 1 May in writing of the reasons for withholding the increment and at least three (3) months prior to that date shall be given every reasonable assistance and encouragement to improve. While the year of experience when the increment was withheld shall not be counted in salary schedule payment, such action shall not affect accumulation of seniority or service for other purposes.

ARTICLE L11 DEFINITION OF CATEGORIES

L11.01 Each Teacher who was categorized under the predecessor Board methods of categorization and elected, as of 31 August 1998, to retain such categorization shall be entitled to continue such categorization. All other Teachers shall be placed in the appropriate category as determined by their QECO Statement of Evaluation.

L11.02 The Statement of Evaluation provided by QECO to individual members are the only statements acceptable for verification of category placement. These Statements of Evaluation shall be based upon the Teachers' Qualification Evaluation Program 5.

L11.03 A Teacher who submits a copy of his/her QECO Statement of Evaluation to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment, as follows:

- a) If the statement is received between 1 September and 31 December, inclusive, providing courses are completed prior to 31 August, the Teacher's salary shall be adjusted retroactive to 1 September.
- b) If the statement is received between 1 January and 31 May inclusive, providing courses are completed prior to 31 December, the Teacher's salary shall be adjusted retroactive to 1 January.
- c) If the statement is received between 1 June and 31 August, inclusive, the Teacher's salary shall be adjusted effective the following 1 September.

L11.04 When a Teacher, through no fault of his/her own, cannot provide the Director of Education or designate with acceptable proof before the above-mentioned dates, the retroactive adjustment shall be protected within the school year if written notification of new qualifications and the attempts to establish his/her new category is provided before 31 December and 31 May. Such salary adjustment shall be withheld until acceptable proof is furnished to the Director of Education or designate by the Teacher.

ARTICLE L12 SALARIES AND ALLOWANCES

L12.01 Teacher Salary Grid

Effective 1 September 2014, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$45,815	\$48,527	\$50,270	\$53,465	\$55,285
1	\$48,732	\$51,426	\$53,437	\$56,963	\$59,166
2	\$51,643	\$54,328	\$56,602	\$60,453	\$63,039
3	\$54,594	\$57,224	\$59,764	\$63,951	\$66,916
4	\$57,544	\$60,127	\$62,942	\$67,452	\$70,793
5	\$60,483	\$63,026	\$66,106	\$70,942	\$74,667
6	\$63,436	\$65,927	\$69,273	\$74,439	\$78,549
7	\$66,844	\$68,825	\$72,442	\$77,941	\$82,423
8	\$69,327	\$71,732	\$75,609	\$81,439	\$86,299
9	\$69,620	\$74,634	\$78,773	\$84,931	\$90,180
10	\$72,380	\$77,533	\$81,945	\$88,425	\$94,649
Ultimate A	\$77,533				

Effective 1 September 2016, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$46,273	\$49,012	\$50,773	\$54,000	\$55,838
1	\$49,219	\$51,940	\$53,971	\$57,533	\$59,758
2	\$52,159	\$54,871	\$57,168	\$61,058	\$63,669
3	\$55,140	\$57,796	\$60,362	\$64,591	\$67,585
4	\$58,119	\$60,728	\$63,571	\$68,127	\$71,501
5	\$61,088	\$63,656	\$66,767	\$71,651	\$75,414
6	\$64,070	\$66,586	\$69,966	\$75,183	\$79,334
7	\$67,512	\$69,513	\$73,166	\$78,720	\$83,247
8	\$70,020	\$72,449	\$76,365	\$82,253	\$87,162
9	\$70,316	\$75,380	\$79,561	\$85,780	\$91,082
10	\$73,104	\$78,308	\$82,764	\$89,309	\$95,595
Ultimate A	\$78,308				

Effective the 98th day of the 2016-2017 school year, the following salary schedule shall apply to all elementary school teachers:

Years of Experience

	A	A1	A2	A3	A4
0	\$46,504	\$49,257	\$51,027	\$54,270	\$56,117
1	\$49,465	\$52,200	\$54,241	\$57,821	\$60,057
2	\$52,420	\$55,145	\$57,454	\$61,363	\$63,987
3	\$55,416	\$58,085	\$60,664	\$64,914	\$67,923
4	\$58,410	\$61,032	\$63,889	\$68,468	\$71,859
5	\$61,393	\$63,974	\$67,101	\$72,009	\$75,791
6	\$64,390	\$66,919	\$70,316	\$75,559	\$79,731
7	\$67,850	\$69,861	\$73,532	\$79,114	\$83,663
8	\$70,370	\$72,811	\$76,747	\$82,664	\$87,598
9	\$70,668	\$75,757	\$79,959	\$86,209	\$91,537
10	\$73,470	\$78,700	\$83,178	\$89,756	\$96,073
Ultimate A	\$78,700				

L12.02 Part-Time Teachers

- a) Part-time Teachers covered by this Collective Agreement, shall be paid as per placement on the salary schedule, on the basis of the percentage of time spent in teaching.
- b) Part-time Teachers who are requested by the Principal or designate to attend professional activity days, and do attend those activities, shall be paid at the daily applicable rate for the portion of the day that is beyond their regular teaching assignment.

L12.03 Allowances

Effective September 1, 2008 the following schedule for allowances shall apply:

- a) Post Graduate Degree Allowances:
 - i. Teachers currently holding master's or doctorate degrees will have their post graduate allowance grand parented effective 25 January 1999.
 - ii. Effective 25 January 1999, no new hires will receive post graduate allowances.
 - iii. Any Teachers currently enrolled in a program leading to a master's degree or doctorate and who will have met all of the requirements for the degree prior to 31 December 1999 shall be entitled to and will receive an allowance at the following rates:

Effective 1 September 2014:

Master's Degree	\$552.00
Doctoral Degree	\$1,103.00

Only one degree allowance (the higher) shall be paid to a Teacher.

- b) Administrative Designate allowance:
 - 1 September 2014 \$2,250
 - 1 September 2016 \$2,273
 - 98th day of the 2016 school year \$2,284
- c) Information Technology Consultant:
 - 1 September 2014 \$6,071

L12.04 Professional Development Allowance

- a) The Board shall pay a Professional Development Allowance to the Union in the amount of \$25.00 per FTE entitlement so as to include:
- the number of staff generated by [ARTICLE L26](#);
 - “overlays” as may be determined;
 - special assignment Teachers, Program Consultants and Co-ordinators who are members of the Bargaining Unit.

A cheque shall be issued no later than 15 October representing twenty-five dollars per FTE entitlement staff, and the Union shall submit a written report and general accounting of funds to the Board annually on or before 30 June.

- b) In addition to the above, the Board shall allocate for each school year a Professional Development Allowance to each school in the amount of ten dollars (\$10.00) per FTE entitlement to pay primarily for release time and subsequently may be used for transportation and other conference related expenses.

L12.05 Travel Allowance

- a) When a Teacher, while on official Board business, is required to operate a private vehicle that Teacher shall be reimbursed at the rate which is determined by the Board as written Board Policy.
- b) Upon receiving a written request from a Teacher, together with the necessary income tax form, the Board will complete the Employer’s portion of the document, to be used for income tax purposes to show the amount of mileage allowance paid the Teacher by the Board for the calendar year.
- c) Reasonable expenses incurred while attending conferences, conventions, etc., as approved by the Director of Education or designate, shall be paid in accordance with Board policy.

L12.06 Pay – Leave/Secondment

A Teacher who is on a leave of absence or a secondment and who continues to receive salary and benefits from the Board through a secondment or other contractual arrangement with an outside organization, for which the Board is fully reimbursed by the outside organization, may be paid at a different rate of pay than that outlined in [ARTICLE L12](#), and such salary shall be considered pensionable.

ARTICLE L13 METHOD OF PAYMENT AND DEDUCTIONS

L13.01 Teachers shall be paid by way of 26 equal bi-weekly payments. The parties agree that in order to maintain a strong link between the school/work year and the pay year there will be a requirement to implement a twenty-seven (27) bi-weekly pay schedule from time to time.

L13.02 Each installment shall be deposited in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

L13.03 All Teachers not entitled to their full annual salary and allowances by virtue of late hiring, resignation, retirement or any leave of absence without pay, including pregnancy or parental leave without pay, shall have their salary and allowances calculated on the basis of the number of days which they have worked, or for which they received paid sick leave, in proportion to the total number of school days in the school year.

All Teachers whose salaries require adjustment due to errors or omissions or changes in crediting of experience or qualifications shall have the schedule of payment adjusted. Any adjustment of over or underpayment shall be paid for the period of the school year in which the error is discovered.

Subject to the provisions of [ARTICLE L10](#), those Teachers who during the school year have submitted documentation of category or experience change or other qualifications change involving a pay adjustment shall receive the adjustment on the pay immediately following notification of salary change to the payroll department. In the event that the deadline for an alteration to payroll for the pay period has passed, the adjustment shall be made in the next pay.

- L13.04 a) Newly hired Teachers will be paid at A-1, year until documentation is complete. Adjustments shall be retroactive within the school year during which acceptable documentation is received.
- b) The Board shall inform in writing all newly hired teaches of this provision within two (2) weeks of date of hire.

L13.05 Deductions – General

- a) Teachers' Pension Plan, Income Tax, Canada Pension Plan, Employment Insurance premiums, benefit plans and Self Funded Leave Plan deductions shall be made on a pro-rata basis from each pay.
- b) Benefit Plan premiums, other than LTD, for July and August shall be deducted from the final pay in June and the first pay in September, respectively. LTD premiums for July and August shall be deducted from the final pay in June.

- c) Any Teacher may request the Board to make deductions for the following items:
- i. Your Credit Union
 - ii. United Way
 - iii. Canada Savings Bonds
 - iv. ETFO Humanity Fund
 - v. Additional deductions will be made if required by law.

L13.06 Federation Dues and Assessments and Local Levies

Provincial Federation dues and assessments and any Union levies shall be deducted in the following manner:

- a) Effective 1 September 2000, the Board shall deduct, for every pay period and for each Teacher, Provincial Federation dues and assessments (maximum of two (2) deductions per month for Teachers on bi-weekly pay system). Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario by the fifteenth (15th) day of the month following the dues and/or assessments being deducted. The amount of dues and/or assessments may be altered no more frequently than twice yearly provided the Union notifies the Board no later than 31 August or 31 December. The change shall be effective as of the first pay in September and January respectively.
- b) The payment shall be accompanied by a dues submission list showing the names, wages earned, and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- c) Local levies, as stipulated in writing by the Union and ratified at the Union Annual General Meeting, shall be deducted from Teachers' salaries and remitted to the Union by the fifteenth (15th) day of the month following the levies being deducted. The amount of levies may be altered no more frequently than twice yearly provided the Union notifies the Board no later than 31 August or 31 December. The change shall be effective as of the first pay in September and January respectively.

L13.07 Ontario College of Teachers

The Board shall deduct on a pro-rata basis from the first three (3) bi-weekly pays of the calendar year, the annual fee levied by the Ontario College of Teachers.

- L13.08 The Board shall make an electronic posting of the "Payroll Deduction Schedule" available by the second pay date of the school year.

ARTICLE L14 BENEFIT PLANS

L14.01 Group Insurance and Health Plans

Effective 1 June 2001 the following Group Insurance and Health Plans are available in accordance with procedures as required by the Insurance Policies to all full-time and part-time Teachers.

Any change in the procedures in effect at the time of signing the Collective Agreement shall not have the effect of increasing the limitations on the eligibility of Teachers to participate in the plans.

- a) Group Life Insurance (compulsory) providing \$45,000 coverage. Accidental Death and Dismemberment Insurance (compulsory) providing \$15,000 coverage.

Teachers who were previously entitled to Group Life Insurance providing coverage of 3 times salary may elect to continue that coverage under the Group Life plan at the same amount, with the Teacher paying 100% of the difference in the premium above the \$45,000 coverage. Teachers who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- b) Vision Care at \$250/2 years including up to \$100 for eye examinations) (compulsory, optional to Teachers covered by a spouse employed by the Board). Claims for brand name drugs with an equivalent generic drug will be reimbursed at the level of the generic drug.
- c) Dental Care Plan (compulsory, optional to Teachers covered by a spouse employed by the Board) to provide check-ups once every nine (9) months.

Basic Plan (includes Caps and Crowns - \$1,200 annual maximum), plus 50% co-insurance for:

- 1) Major Restorative Services – (\$1,300 annual maximum per insured person);
- 2) Orthodontic Services (\$1,000 annual maximum per insured person).

ODA Schedule – On 1 January of each year the previous year's ODA schedule will be in effect.

- d) Optional Term Life up to \$300,000 for Teacher/spouse and up to \$25,000 for dependent children. The Teacher shall pay 100% of premium cost.
- e) Optional Accidental Death and Dismemberment Insurance of up to \$250,000 for the Teacher, up to half of the Teacher's insured amount for the Teacher's spouse

and up to \$250,000 for family coverage, all of which can be obtained in \$5,000 increments. The Teacher shall pay 100% of premium cost.

Teachers employed as of 31 March 1999 who were covered by the benefits provisions in the Collective Agreement between the Ottawa Board of Education and the Branch Affiliates of the Federation of Women Teachers' Association of Ontario and the Ontario Public School Teachers' Federation and who elected not to enroll in the optional benefits provided for under the group health and dental plans in the applicable collective agreements, shall continue to be exempted from the mandatory enrollment requirement for the health and dental plans offered under this Collective Agreement. These Teachers shall not be required to enroll in the health and dental plans under this Collective Agreement.

However, if at any time, a Teacher elects to enroll in any of these plans (either single or family level coverage) during the annual open enrollment period or is required to enroll as a result of the Teacher no longer being covered by another benefit plan, it is understood and agreed that the Teacher shall forfeit his/her exempt entitlement with respect to that particular benefit plan and must thereafter remain enrolled, at least at a level of single coverage, in accordance with the provisions in this Collective Agreement.

Except where otherwise expressly stated, and subject to [L14.02](#) and [L14.04](#), the Board shall contribute 85% of premiums.

L14.02 Eligibility for Benefits

All Teachers shall be eligible for the benefit plans in accordance with Article [L14.01](#) and the applicable policies.

Teachers who are covered by this agreement and who are employed on less than a full-time basis shall be eligible for benefits listed in Article [L14.01](#) and the Board shall pay the prorated cost in the same ratio as the part-time employment bears to full-time employment, with the Teacher paying the balance. Notwithstanding the above, part-time Teachers entitled to receive full Board contributions (85%) based on status of 0.5 or more as of 25 January 1999, shall continue to be entitled to full contributions as long as the Teacher continues to teach half-time or more.

Part-time Teachers whose status is less than 0.5, shall be entitled to participate in the benefit plans as outlined herein or have the option at the time of hiring not to enroll in the health and dental plans until such time as their contract status becomes at least 0.5 or more. Similarly, Teachers who, as the result of a contract reduction drop below half-time, have the option of withdrawing from the health and dental plans.

While on Leave:

Teachers absent on leave with pay, including paid sick leave, or Union administered LTD, will continue to be covered by benefits, with the Board contributing its portion of premiums.

Teachers absent on authorized leave without pay may continue to participate in benefits during the period of such leave provided the Teacher pays the entire cost of premiums quarterly or annually in advance.

Teachers absent on a Teacher-Funded Leave will have benefits (including Union administered LTD) continued as provided for under the terms of [ARTICLE L22](#).

Opting Out of Health and Dental Coverage

Effective September 1, 2009 full-time and part-time (status .5 or greater) Teachers may elect to opt out of the Health Insurance and Dental Care Plan identified in Article L14.01 b) and c) respectively, by providing a written waiver attesting to spousal coverage.

Teachers who opt out, would be eligible to apply for health and dental plan coverage under the Board's plans if they have a life event, provided the application for coverage is received within 30 days of the life event.

Changes in Coverage

Teachers are entitled to request changes to coverage status, (i.e. family to single or single to family) in the event of a life event, provided the application for coverage is received within 31 days of the life event.

For the purposes of this article, a life event is defined as follows: change in marital status, including death of a spouse, birth or adoption of a child, dependent ceases to qualify as a dependent, or death of a dependent.

In addition, in the case of Teachers who have elected to opt out of health or dental plan coverage based on spousal waiver, "life event" also includes a loss of spousal coverage (i.e. where a spouse changes employment or becomes ineligible for coverage).

If the application for change in coverage is received after 31 days of the life event, the employee, and each dependent for whom the employee is seeking coverage, must provide evidence of insurability for the health coverage and will be considered a late entrant for dental coverage, which shall mean limited dental coverage for the first year.

L14.03 Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any Teacher enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- a) effective date of coverage of Teacher;
- b) level of coverage;
- c) Teacher name, date of birth, and Teacher identification number;
- d) name of spouse (as defined by the policy), date of birth and whether the spouse has Employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's Employer, plan or policy number, name of insurer;
- e) for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full-time student, or disabled and incapable of self-sustaining employment.

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within 31 days of the change.

L14.04 Long Term Disability Insurance

The parties recognize the Union Administered LTD Plan and agree there shall continue to be cooperation between the Board, the Plan Administrator and the Policy Holder in the administration of the plan. The parties agree that no changes will be made to the LTD Plan that impact on costs to the Board without the prior agreement of the Board.

Long Term Disability Insurance is compulsory to new and existing enrolled members. Teachers shall pay 100% of the premium cost.

L14.05 Benefit Plan Policies

The Board will provide the Bargaining Unit with all portions of insurance policies relevant to its membership upon receipt of a written request to do so. The Board undertaking to provide these copies is subject to the availability of the information from the insurer (excluding LTD).

The Bargaining Unit undertakes to provide the Board with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Board to do so. This undertaking is also subject to the availability of the information from the insurer.

L14.06 Benefits Review Committee

There shall be a Benefits Review Committee comprised of two representatives for the Board and two representatives for the Union to review benefit plan levels and performance. The Committee shall meet quarterly during the regular business day.

The Union will meet with Board representative(s) as per the Terms of Reference of the Benefits Review Committee.

The Terms of Reference shall be reviewed annually by the parties, taking into account any recommendations made for change by the committee.

- L14.07 For the purposes of benefits, the definition of spouse shall be the same as the definition contained in the Group Insurance and Health Plans in accordance with procedures as required by the Insurance Policies. The definition shall be provided to the Bargaining Unit in accordance with Article [L14.05](#), published in the benefit booklet, and published by the Union.

ARTICLE L15 LIABILITY INSURANCE

- L15.01 The Board shall provide liability insurance protection for Teachers covered by this Collective Agreement and make available to the Union upon request the portion of policies providing for such protection.

ARTICLE L16 FINANCIAL LIABILITIES

- L16.01 a) Unless otherwise specifically stipulated within the provisions of this Collective Agreement, the Board's financial liabilities in respect to benefit plans as set out in [ARTICLE L14](#) shall be limited to payment of premiums as stipulated in this Collective Agreement.

This clause does not release the Board from liability for errors in procedures or administration.

- b) If a member encounters difficulty in the application of any portion of the Benefit Plans, the Union and /or the member may request and receive from the Board written clarification of the carrier's position.

ARTICLE L17 SICK LEAVE

L17.01 Sick Leave Account

The Board shall administer a sick leave plan and maintain a sick leave account for each Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

L17.02 Medical Certificates

- a) The Board retains the right to require a medical certificate for an absence of:
- i. More than five (5) consecutive days;
 - ii. More than ten (10) days in any school year.

The cost of the certificate will be borne by the Board.

The Board shall ensure that all medical records are stored in a secure location in the Employee Wellness and Disability Management Division of Human Resources.

- b) The Board retains the right to have the Teacher examined by a doctor, to be selected by the Board, following consultation with the Teacher as to the doctor to be selected.

The purpose of an examination by a doctor is to determine the fitness of a Teacher to continue actively in his/her position, but no doctor or Teacher shall be required to violate the confidentiality of the doctor/patient relationship.

- c) Teachers will inform the Principal of any projected return to work date(s).
- d) Where there are medical restrictions or limitations, Teachers shall provide the relevant medical information to the Employee Wellness and Disability Management Division of Human Resources.
- e) The parties recognize that the Board may withhold payment for sick leave where the Teacher will not permit compliance with the above requirements.

L17.03 Statement of Sick Leave Credits

Teachers may access their sick leave account through the Employee Inquiry website. It shall be the individual Teacher's responsibility to review their sick leave account and advise the Board of any errors or discrepancies. Errors or discrepancies must be brought to the attention of Human Resources by the end of the current school year.

ARTICLE L18 RETIREMENT GRATUITY PLAN

For teachers hired before September 2012, refer to Article C5 and APPENDIX A of the Central Agreement.

Teachers employed up to August 31, 2012 shall be entitled to the Retirement Gratuity.

L18.01 Eligibility

A Teacher who meets any of the following conditions shall be entitled to a retirement gratuity:

- a) Retires and is eligible to receive benefits under the Teachers' Pension Plan;
- b) Retires from the profession or resigns to accept employment with an employer other than an employer defined in the Education Act, after ten (10) years with the Board or predecessor Boards; or
- c) Retires from the profession for reasons of health problems which prevent the Teacher from continuing in the teaching profession and is not eligible for any benefits under the Long Term Disability Plan.

Note: When a Teacher resigns and intends to retire from the profession, the gratuity payment shall be made within thirty (30) days following the effective date of resignation, or upon such date within twelve (12) months following the date of resignation which is mutually satisfactory to the Teacher and the Board.

L18.02 A Teacher shall not be entitled to a Retirement Gratuity who:

- a) Resigns for any reason, but who does not retire from the profession;
- b) Resigns with the concurrence of the Board to avoid dismissal for cause;
- c) Is dismissed for cause or has his/her contract terminated except for reasons as stipulated under the redundancy sections of this agreement.

L18.03 Proof of Retirement

Proof of application to the Teachers' Pension Plan for a pension or a refund will be accepted as proof of retirement. In the event of ill health, a doctor's statement and proof of application for refund or pension from the Teachers' Pension Plan Board will be accepted as proof of retirement.

L18.04 Death of a Teacher

In the event of the death of any Teacher either before or after retirement, having ten (10) years service or more with the Board, and who at the time of death had not

received the full benefits of the retirement gratuity, the gratuity or the balance thereof shall be paid to the estate of the Teacher or designated beneficiary.

L18.05 Formula

The retirement gratuity referred to above shall be calculated as follows:

$$\frac{\text{Number of Years of Service (Maximum 20)}}{20} \times \frac{\text{Annual Salary of Teacher}}{2} \times \frac{\text{Number of Days Accumulative Sick Leave at Retirement (Maximum 200)}}{200}$$

In no case shall the gratuity exceed 50% of the Teacher's salary rate at the time of retirement or resignation.

L18.06 Definition of Service

The number of years of service is calculated as being equal to the number of years with the Ottawa-Carleton District School Board, or its predecessor Boards, credited for teaching experience.

L18.07 Payment

All benefits provided for under Article L18.05 shall be paid in full within one year of the Teacher's retirement or in a manner which is mutually satisfactory to the Teacher and the Board.

L18.08 Salary

"Salary" shall be construed as meaning gross salary including allowances at the time of retirement.

"Salary" for the purpose of determining the Retirement Gratuity for a Teacher on leave shall be according to those in the published salary schedule including allowances adjusted according to the full timetable or the partial timetable status of the Teacher for the school year immediately preceding the year(s) of leave.

ARTICLE L19 LEAVES OF ABSENCE WITH PAY

L19.01 General Conditions

Leaves of absence with pay will be granted subject to the following conditions:

- a) Continuation of salary and benefit plan entitlements;
- b) No deduction of sick leave credits;

- c) A Teacher on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- d) The Superintendent of Human Resources may request acceptable evidence verifying the need for the absence.

L19.02 Compassionate Leave

Teachers shall be granted leave with pay in the following circumstances:

- a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, a person in a direct in loco parentis relationship or a person with whom the Teacher resides or resided;
- b) Up to three (3) days in the event of the death of any of the following: grandparent, brother-in-law, sister-in-law, uncle, aunt, nephew, niece;
- c) Up to one (1) day to attend the funeral of a close personal friend;
- d) Up to three (3) days in the event of the serious illness of a spouse, child, parent to arrange for alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

L19.03 Examinations for Professional Development

The Board shall grant a leave of absence for writing an examination to improve professional qualifications, when such examination cannot reasonably be scheduled outside the Teacher's normal working hours.

L19.04 Religious Holy Days

Leave shall be granted by the Director of Education or designate, without loss of pay, for recognized religious holy days (maximum of three (3) days in any one school year).

L19.05 Quarantine

Leave shall be granted in any case when, because of exposure to a communicable disease, a Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

L19.06 Court Leave

Leave of absence shall be granted to a Teacher who is required;

- a) to serve on a jury; or

- b) by subpoena or summons to attend as a witness in court or other legal proceeding to which the Teacher is not a party or one of the persons charged provided the Teacher pays to the Board any fee, exclusive of traveling allowances or living expenses, that the Teacher receives.

L19.07 Professional Activities/Community Service

- a) Leave of absence shall be granted for professional activities authorized by the Principal.
- b) Leave of absence may be granted for community service at the discretion of the Principal and subject to the approval of the Superintendent of Schools.

L19.08 Personal Leave

- a) Up to three (3) days of personal leave shall be granted in any school year by the Principal, for matters of urgent or essential personal business.
- b) In extenuating circumstances, up to two (2) additional days leave without pay may be granted by the Principal.

L19.09 Injury on Duty Leave

A Teacher who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Board, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident.

Beyond fifty (50) working days, the provisions of the Workplace Safety Insurance Act apply.

L19.10 Negotiating Committee Leave

Up to six (6) members of the Union Negotiating Team shall be released for time spent in negotiating meetings with the Board, provided negotiations continue in a mutually acceptable manner. The Board will pay the incurred costs for up to three (3) Occasional Teachers as required, with the Union agreeing to reimburse the Board for any additional costs incurred for Occasional Teachers to replace members of the Negotiating Team.

L19.11 Local Federation Leave

- a) Officers of the Union

Officers of the Union, including the Chairperson of the Collective Bargaining Committee, who are employed by the Board shall, on application to the Board, be

granted leave. Leaves of less than a full school year shall be subject to Board approval. The Union shall notify the board prior to 30 April as to its intent respecting the above and the names of possible incumbents and formal application for leave shall be filed with the Board prior to 15 June for the following school year. The Union shall reimburse the Board for the salary and benefits of the Teacher(s) granted this leave. Effective September 1, 2009, the Union shall reimburse the Board as per the salary for Category A3, Year 3 plus the full cost of benefits and any salary or other allowances determined by the Union.

b) Stewards/Health and Safety Representatives and other Designated Reps for the Union

The Union designated representatives may be granted short term leaves of absence to perform local Union business. Where such leave is not granted, the Superintendent shall provide written reason(s) to the Union. Such leaves shall be approved by the Executive of the Union prior to the notification to the Board. The Union agrees to reimburse the Board for the costs of Occasional Teachers for all such leaves.

These leaves (in ½ day or full day increments) shall not exceed 270 teaching days in total or 20 teaching days for any one individual in any one school year.

L19.12 Provincial Federation Leave

- a) Members of the Union elected or selected to Union/Federation positions may be granted short term leaves of absence (to a maximum of five [5] days per occasion) provided that the Union/Federation pays the Occasional Teacher costs to the Board.
- b) Members of the Union elected to Union/Federation office which is full-time shall be granted a leave without pay, on a secondment basis, if requested, coinciding with the school term or year as applicable.
- c) Members granted leave under the provisions of [Article L19.12](#) a) and b) shall continue to accumulate seniority and teaching experience during the period of leave.

L19.13 Professional Development Committee

- a) The Board shall grant up to ten (10) days leave per school year for program preparation for the Union Professional Development Day. These ten (10) days may be used by the Chairperson or individual members of the Professional Development Committee upon the written request of the Union President to the Superintendent of Human Resources. In unusual circumstances, the Superintendent may grant additional days. The Union will reimburse the Board for the costs of any necessary Occasional Teachers.

- b) The Union will notify the Superintendent of Human Resources of all absences under [Article L19.13](#) above.

ARTICLE L20 LEAVE OF ABSENCE WITHOUT PAY

L20.01 General

- a) The Board may grant a leave of absence without pay of one school year, with possible annual extensions, to Teachers after the completion of two (2) years of continuous employment with the Board. A request for a leave of absence shall not be unreasonably denied.
- b) Applications for leave are to be made in writing to the Superintendent of Human Resources or designate no later than 1 March of the school year prior to the leave. Leaves requested after 1 March shall not be denied where there are exceptional circumstances.
- c) In unusual personal circumstances, the Director of Education or designate may grant such leaves of absence for periods of less than one school year.
- d) Teachers on leave shall be subject to the transfer, placement and surplus/redundancy provisions of this Collective Agreement.
- e) Teachers on Leave of Absence shall respond to requests from the Employer for information related to their intentions regarding their return to work, and shall ensure the Employer has up-to-date contact information.

L20.02 It is agreed that when a Teacher requests in writing a leave of absence without pay the Director of Education or designate shall give the decision in writing.

L20.03 Changes in terms of a leave of absence under this Article may be made only by mutual consent of the Teacher and the Board, must be in writing and must conform with the requirements of this Collective Agreement.

L20.04 Extensions

- i. Normally, not more than four (4) extensions will be granted on request;
- ii. In extenuating circumstances additional extensions may be granted.

L20.05 Where an extension results in a reduction of redundancies, such leaves shall be granted on the basis of seniority.

L20.06 In addition to extensions as set out in [Article L20.04 i\)](#), where the unpaid leave is taken for the purposes of serving in elected political office, the Board may extend the period of leave for a period of no more than 5 additional years.

L20.07 Return from Leave

- a) Teachers shall notify the Board of their intention to return from a Leave of Absence without pay no later than 1 March of the year prior to their return. Notifications received after 1 March will not be denied where there are exceptional circumstances.

Upon his/her return from leave, the Teacher shall resume his/her former standing in respect to salary and benefits and with seniority determined in accordance with [Article L25.04](#).

- i. Teachers on Leave of Absence will have right of return to their school for a period of up to two (2) years, subject to the transfer, placement, lay off and recall procedures of this Collective Agreement.
 - ii. Teachers on Leave of Absence for more than two (2) years, and subject to the transfer, placement, lay off and recall procedures of this Collective Agreement, shall be placed in a position within the elementary school system comparable to his/her former position.
- b) A Teacher returning from a leave of absence without pay shall provide to the Board proof of status with the Ontario College of Teachers prior to returning from the leave.

L20.08 In extenuating circumstances, the requirement to resume duty may be waived on the written request of the Teacher and with the written consent of the Board.

L20.09 Failure to Return from Leave

In respect to leaves granted under this article, failure of the Teacher to return at such time as has been stipulated when the permission to be absent was granted may be considered a breach of employment contract and may lead to immediate termination of employment.

L20.10 Benefit Provisions

All benefits held by a Teacher at the commencement of a leave without pay may be continued during such authorized leave by the Teacher with the Teacher paying all premium costs by pre-authorized debit. Such coverage normally will be extended to a maximum of one year with further extensions arranged through the Board.

L20.11 Leave to Seek Political Office

Leave without pay may, at the discretion of the Director or designate, be granted to a Teacher seeking political office.

ARTICLE L21 JOB SHARING

L21.01 General

The parties agree that job sharing is an arrangement which involves sharing the duties and responsibilities of a permanent teaching position on a part-time basis with another Teacher. The Board and Union agree that job sharing may be a feasible and desirable employment option for Teachers in some circumstances, while having due regard for the provision of the program and the safety and well-being of the pupils.

The Board agrees that two Teachers, both having completed a minimum of two (2) years continuous employment with the Board and neither of whom have been declared redundant, may choose to share a particular single teaching position and its attendant timetable for a school year to a maximum of a five (5) year period provided the following requirements are met.

L21.02 Job sharing may take the form of sharing on a time basis approved by all parties involved.

L21.03 Process

- a) Prior to 1 March, the Board shall prepare and post a notice in each elementary school detailing the availability and application process for job sharing.
- b) At least one of the Teachers proposing a shared year must be assured of a full-time position which will be available to share in the applicable year.
- c) Application shall be made to the Director of Education or designate on or before 1 April in the year prior to entering the plan. By agreement of all parties, this date may be waived. Permission to share a teaching position may only be granted by the Director of Education or designate.
- d) At the time of granting of the leave, agreement in writing shall be reached on the date of return to full-time teaching. The date may be extended by mutual agreement between the Teachers and the Board.
- e) The division of hours of work shall be determined by mutual agreement between the two (2) employees and the Principal.
- f) Subject to the approval of the appropriate Superintendent(s) of Schools the proposed sharing arrangement shall be considered only upon written recommendation of the Principal(s) involved, and the Superintendent shall be assured to his/her satisfaction that the sharing arrangements result in the continued functioning of all duties involved in a position. Prior to providing a written recommendation to the Superintendent of Instruction, the Principal must be satisfied that the teachers have developed a satisfactory plan with

respect to communication with parents, assessment and evaluation and division of responsibility for sharing of curricular areas.

- g) Written acceptance or refusal of the application by the Board with explanations shall be forwarded to the Teachers by May 1 in the same school year the request was made.

L21.04 Job Sharing Conditions

The following conditions shall apply during and following the year of sharing the position as indicated:

- a) The salary paid to each Teacher shall be a pro-rated portion of the salary he/she would earn as a full-time Teacher for the applicable year. The pro-rating shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the Teachers concerned and the Director of Education or designate before permission is granted.
- b) A Teacher in the job sharing plan shall have his/her salary, benefits as per [ARTICLE L14](#) and sick leave credits pro-rated in relation to what he/she would receive as a full-time Teacher.
- c) The Teacher shall have the option of contributing the difference between the amount of benefit premiums paid by the Board and the amount that would have been paid had the Teacher remained full-time.
- d) Experience credit for the shared year, for salary purposes in the application of [ARTICLE L10](#) in succeeding years, shall be pro-rated in the same proportion as determined in (a) above.
- e) Seniority shall continue to accumulate for each Teacher participating in the plan.
- f) The two Teachers, in consultation with the Principal, shall be required to co plan in the job share.
- g) In the year following the end of the job share, and subject to the surplus, transfer, layoff and recall provisions of this agreement, each Teacher shall have a right to a position equal to their full contract status prior to the beginning of the job share. More specifically, each Teacher will retain a right to a position within the school where the job sharing took place equal to their status during the job share and a right to be placed in a position within the elementary school system for the balance of their contract status subject to the surplus, transfer, layoff and recall provisions of this agreement.

L21.05 Individuals who are participating in job share as of 30 June 2001 shall continue to be exempted from the maximum five (5) year period as identified above in [Article L21.01](#).

ARTICLE L22 TEACHER-FUNDED LEAVE PLAN

The parties agree to maintain the Plan as outlined in [Article L22](#) to reflect Revenue Canada Regulations as amended from time to time. The Board agrees to provide the details of the Plan (e.g. forms, salaries and deductions) to Teachers on request.

L22.01 General Terms and Conditions

- a) The Board agrees to make leaves of absence, without pay, available to enable Teachers to participate in a plan operated and administered by the Board.
- b) Teachers may take a one year leave of absence with full accrual of seniority, with continuation of benefits, and with an arrangement of pay providing for distribution of pay over a set number of years.
- c) A leave of absence under this plan will normally be granted to a Teacher whose absence would aid in retaining on staff a Teacher who would otherwise be declared redundant for the same school year. Leave of absence will only be granted upon the written recommendation of the Director of Education or designate.
- d) Broad latitude will be exercised in considering such leaves.
- e) The Board shall be responsible for funding, accruing and distributing any monies required to permit the averaging of income by the Teacher.
- f) The payment of salaries, benefits and Teachers' Pension Plan contributions shall be such that the Board is not required to pay more money than it would have paid for the period(s) of active employment.

L22.02 Application Process

- a) Applications must be received by 31 January of each year with deductions commencing the following September.
- b) Applicants will be notified of acceptance or rejection by 1 March of the year of application.

L22.03 If there are more applicants for leave under this plan for any one leave year than can be accommodated or are required to offset redundancy, selection shall be made by the assignment of random numbers provided such selection does not adversely affect

staffing in which case selection shall be determined by the Director of Education or designate, based on staffing needs.

L22.04 Year of Absence

The Teacher remains employed by the Board during the year of absence, but is free to pursue whatever activity is decided on by the Teacher, except teaching under contract with another Board, in which case prior permission must be obtained from the Ottawa-Carleton District School Board.

L22.05 Funding Arrangements

A percentage of gross salary as designated by the Teacher in the application for leave will be deducted by the Board on a per pay basis for a specified number of years, with the year of leave to be taken in the following year.

L22.06 The Board shall establish an account with Your Credit Union for each Teacher selected to participate in the plan. The plan will be designated “Account # _____ Ottawa-Carleton District School Board, in trust for (Teacher’s name)”.

L22.07 The salary remaining after deductions will be paid to the Teacher in accordance with the provisions of the Collective Agreement.

L22.08 Adjustments in the amount of deductions from salary, to be designated to the Credit Union as per the Memorandum of Agreement, may be made in the months of January and September.

Such adjustments may, under some circumstances, be accompanied by a request for the advancement or deferral of the year of leave. Applications for adjustments in deductions and/or in the year of leave must be approved by representatives of the Board and the Union.

L22.09 Deferral of Leave Year

If, for any reason, the Board finds it necessary to cause deferral of the year of leave, normally for one year, the Teacher shall have the option to:

a) leave the accrued monies in the plan and arrange for an alternate year of leave;

or,

b) withdraw from the plan in accordance with the procedures outlined herein.

L22.10 Death of the Teacher

If the Teacher dies prior to receiving the full amount of deferred income, the Board or Credit Union as applicable according to the designation of the account, shall, upon receipt of the required legal consents and releases, pay the remaining portion of accumulated salary, plus accrued interest, less required deductions, to the executors or administrators of the estate in one (1) or two (2) lump sums as may be requested by them.

L22.11 Withdrawal from the Plan

A Teacher may withdraw from the plan up to 15 March of the year prior to the leave year, by application to the Board.

L22.12 Subsequent applications for withdrawal in the year preceding the leave shall be granted and the Teacher placed in a position in the system, unless such placement requires the termination of a probationary Teacher, or the placement of a Teacher on the Recall list. In this event, the Teacher may be required to take the leave as previously agreed upon. Urgent, extenuating reasons for withdrawal may be considered by the Director of Education or designate.

L22.13 Upon withdrawal from the plan, the accumulated amount of deductions for the plan, plus accrued interest, will be paid to the Teacher by the Board or Credit Union, as applicable, according to the designation of the account, in one (1) or two (2) lump sums on dates determined by the Teacher, subject to Revenue Canada regulations. The same conditions of repayment shall apply to Teachers who:

a) are laid off prior to the year of leave;

or,

b) leave the employ of the Board prior to the year of leave.

L22.14 Dispensing of Funds

Under the plan the Credit Union will not dispense funds deposited under the plan without prior written authorization of the Director of Education or designate.

L22.15 Specific Terms and Conditions

Specific terms and conditions of this plan are available from the Human Resources Officer (Academic), Human Resources Department.

L23.01 Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:

- a) the Teacher has been employed by the Board for at least thirteen (13) weeks preceding the expected date of birth;
- b) the Teacher provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of pregnancy leave;
- c) the Teacher notifies the Board as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

L23.02 Parental/Adoption Leave

- a) In accordance with the provisions of the Ontario Employment Standards Act, a Teacher who has been employed by the Board for at least thirteen (13) weeks will be entitled to parental/adoption leave of:
 - i. 35 weeks if the employee has also taken pregnancy leave;
 - or,
 - ii. 37 weeks if the employee has not taken pregnancy leave.
- b) A Teacher who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into care, in which case the leave must commence within fifty-two (52) weeks of the child's coming into care.
- c) Where pregnancy leave has not been taken, a Teacher may, following the birth of the Teacher's child or an adopted child coming into the custody, care, or control of the parent for the first time, take parental/adoption leave upon written request at least two (2) weeks prior to the date the leave commences. The Teacher is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental /Adoption leave taken in these circumstances must be taken within fifty-two (52) weeks of the child's birth or of the child coming into custody, care or control.

- d) A Teacher may return to work prior to the conclusion of the leave period of thirty-five (35) weeks provided the Teacher gives to the Board at least four (4) weeks written notice of the day on which the leave is to end.

L23.03 General Provisions for Pregnancy/Parental Leave/Adoption Leave

- a) Crediting of experience for salary placement purposes shall continue according to provisions of [ARTICLE L10](#) of this Collective Agreement during any term of pregnancy and/or parental/adoption leave.
- b) Seniority shall continue to accumulate in accordance with the seniority provisions of this Collective Agreement.
- c) The Board agrees to continue to pay the Board's portion of benefit plan premiums during the pregnancy, parental/adoption leave provided the Teacher agrees to pay the Teacher's portion of premiums by pre-authorized debit.
- d) At the discretion of the Board, pregnancy, parental/adoption leave may be granted to a Teacher who has not been employed by the Board for thirteen (13) weeks or the stipulated period required by the Act.
- e) Sick leave under [ARTICLE L17](#) will only apply prior to and subsequent to pregnancy and/or parental/adoption leave.
- f) Sick leave credits shall accumulate for the Teacher during the time of pregnancy or parental/adoption leave.
- g) Where a Teacher has been granted pregnancy, parental/adoption leave of fifty-two (52) weeks or less and whether that leave falls within the same school year or extends into the next school year, the Teacher shall return to the same or a comparable position within the same school, unless otherwise mutually agreed or required by surplus, lay-off and recall procedures.

L23.04 Leave of Absence Following Pregnancy/Parental Leave/Adoption Leave

A leave of absence without pay beyond the Pregnancy, Parental/Adoption leaves may be granted by the Board. The total leave following Pregnancy/Parental/Adoption Leave shall not exceed sixty (60) months, exclusive of any Pregnancy/Parental/Adoption Leave provided for under the Employment Standards Act during this period. The Board may extend the leave to accommodate the return of the Teacher to the system, in consultation with the Teacher, and taking into account the student reporting cycle.

All provisions related to leaves of absence without pay shall apply to leaves granted under this paragraph.

L23.05 Paternity Leave

Up to two (2) days leave with pay shall be granted in any one school year by the Principal. Such leave may be granted on any day in the period beginning with the day of admission and ending with the day of discharge of the mother from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth. Where complications associated with the birth arise, the father may apply for leave in addition to the two (2) days of Paternity Leave.

ARTICLE L24 ADOPTION SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB) PLAN

L24.01 Effective September 1, 2010, the Board will provide an adoption leave EI SEB Plan for the two week waiting period under the Employment Insurance (EI) Act of 100% of the Teacher's normal weekly earnings.

L24.02 Effective September 1, 2010, a Teacher on adoption leave who applies for and is in receipt of EI benefits will be entitled to receive a top up to 100% of the Teacher's normal weekly earnings for four (4) weeks following the waiting period referenced in [Article L24.01](#) above and \$150.00 per week for the next four (4) weeks.

L24.03 Residents of Quebec

- a) Effective until August 30, 2010, for residents of Quebec, the Employer will provide an adoption leave EI SEB Plan for the first two weeks of leave in the amount of a top-up to 95% of the Teacher's salary.

Commencing with the third week of leave, Teachers granted adoption leave and entitled to EI shall be entitled to receive a top up of employment insurance provisions to 90% of salary for a period of four (4) weeks and \$150.00 per week for the next eleven (11) weeks.

The Teacher shall provide the Employer with the relevant information from Quebec EI to determine the amount of top-up to the appropriate percentage of the Teacher's salary.

- b) Effective September 1, 2010, for residents of Quebec, the Employer will provide an adoption leave EI SEB Plan for the first two weeks of leave in the amount of a top-up to 100% of the Teacher's salary.

Commencing with the third week of leave, Teachers granted adoption leave and entitled to EI shall be entitled to receive a top-up of employment insurance provisions to 100% of salary for a period of four (4) weeks and \$150.00 per week for the next four (4) weeks.

The Teacher shall provide the Employer with the relevant information from Quebec EI to determine the amount of top-up to 100% of the Teacher's salary.

L24.04 In the event that more than one parent is employed by the Board, only one parent taking adoption leave will be entitled to SEB plan payments as provided for in this article.

ARTICLE L25 SENIORITY

L25.01 Definition

Seniority is defined as the total continuous years or fractions thereof of elementary teaching experience with the Ottawa-Carleton District School Board, or on contract with the former Carleton Board of Education and its predecessor Boards, or on contract with the former Ottawa Board of Education and its predecessor Boards, in a day program within the school year since the most recent date of hire.

L25.02 Determination of Seniority Ranking

- a) Ten (10) months employment in a day program within the school year shall constitute one (1) year; one (1) month shall constitute one-tenth (1/10) of a school year. No more than one (1) school year may be counted for any 1 September to 31 August period.
- b) Teachers who transfer to the elementary panel from the secondary panel shall be deemed to have, at the time of transfer, zero (0) years of continuous elementary teaching experience for purposes of seniority calculation for this Collective Agreement.
- c) All elementary school Teachers employed by the Ottawa-Carleton District School Board in a day program will accumulate seniority at the same rate.

L25.03 Tiebreakers

For Teachers hired on or after September 1, 2009, where seniority is equal, the ranking shall be determined by the following, with a higher ranking being awarded to the Teacher who has been previously credited with service for pay purposes with:

- a) the greater number of years of credited contract elementary teaching experience with the Ottawa-Carleton District School Board and its predecessor Boards;
and where that is equal

- b) the greater number of years of credited Elementary/Long Term Occasional experience with the Ottawa-Carleton District School Board and its predecessor Boards;
and where that is equal
- c) the greater number of years of credited secondary experience with the Ottawa-Carleton District School Board and its predecessor Boards;
and where that is equal
- d) the greater number of years of credited contract teaching experience with Ontario accredited Boards;
and where that is equal
- e) the greater number of years of credited accumulated contract teaching experience in an elementary or secondary school as recognized by the Board for pay purposes (e.g. out of province, country);
and where that is equal
- f) as determined by lot which shall be a computer generated random number.

L25.04 Seniority Lists

- a) No later than 1 March of each year the Board shall publish a seniority listing of all members of the Bargaining Unit showing seniority as of the end of the current school year. A copy of this listing shall be sent to the Union.
- b) As of the same date the Board shall publish seniority listings of all members of the Bargaining Unit in each school showing the relative seniority of members of the Bargaining Unit at each school as of the end of the current school year and this listing shall be sent to each school. Each school's seniority list shall be posted in the school on the day it is received.

L25.05 Corrections and/or Amendments

The Union, or any Teacher, shall notify the Board through the Human Resources Department no later than 15 April of any corrections and/or amendments required to these seniority listings. Except for clerical and/or typographical errors, the seniority ranking outlined in the above lists shall be deemed to be correct for all purposes of the procedures which make use of a seniority measurement.

L25.06 Seniority Accumulation During Absence

Teachers on leave authorized by the Board shall be credited with seniority according to the following:

- a) Teachers on any form of leave where pay is continued by the Board shall continue to accumulate seniority regardless of the length of leave.

- b) Leaves granted to Teachers to perform elected duties with the Union, or with the Union/Federation at the Provincial level, shall continue to accumulate seniority regardless of the length of leave.
- c) Teachers on leave without pay, including pregnancy/parental leave and leaves for illness (including LTD), shall be considered to have remained in the employ of the Board, and shall accumulate seniority throughout all leaves.
- d) Teachers on lay-off shall retain seniority standing following lay-off retroactive to their initial date of hire if the recall occurs at any time during the school year or is effective for the first day of the following school year.

ARTICLE L26 STAFFING

L26.01 Basic Staff Entitlement (BSE)

- a) Basic Staff Entitlement (BSE) shall be calculated in accordance with the Ministry Class Size Regulations using the predicted average daily enrolment (ADE).

Average Daily Enrolment (ADE) shall be calculated in accordance with the Education Act and Regulations.

The BSE shall be defined as the ratio:

Predicted ADE (less congregated Special Education)
Average Class Size as defined in the Regulations as adjusted in accordance with September actual enrolment.

- b) The BSE shall be allocated to the elementary schools by means of a staff allocation model as determined by the Elementary Staffing Committee in accordance with Article [L26.03](#).
- c) In the event the average class size maximum currently defined in the Education Act is amended, the divisor used to calculate the BSE shall be amended accordingly.

L26.02 The Board shall continue to allocate additional equivalent full-time teaching positions on a discretionary basis based on Board budget decisions and provincial funding.

L26.03 Elementary Staffing Committee

There shall be an Elementary Staffing Committee comprised of the following:

- up to three (3) representatives of the Board

- up to three (3) representatives of the Union

Additional representatives may be invited to attend as resources to deal with the specific subject matters under discussion. Each party shall bear the cost, if any, associated with the attendance of these additional representatives.

The parties agree that the Elementary Staffing Committee shall be governed by the principles of fair and equitable allocation of staff. The parties further agree to jointly develop a staff allocation model and all factors therein for the 2001/2002 school year.

L26.04 Resource Person

In addition to the Elementary Staffing Committee, a Teacher will be released full-time (1.0) from his/her full-time teaching duties to serve as resource to the committee. The primary responsibilities assigned to the resource person shall be to support the committee with respect to the completion of the duties described below in Article [L26.05](#) and, where time permits, perform other related elementary staffing duties as may be assigned by the Superintendent of Human Resources.

If the position becomes vacant, the position shall be posted within the elementary panel. The interview committee will include an equal number of Union and Board representatives and will be responsible for selecting the successful applicant.

L26.05 Mandate

The Committee shall make recommendations to the Director of Education with respect to the following:

- a) The design, use and operation of the elementary school staffing model, including the requirements under Article [L27.01](#) (a) shall be referred to the Elementary Staffing Committee for adjustment. The committee does not have the authority to increase staff.
- b) The staff timelines as per Article [L30.02](#) (b).
- c) The allocation of staff for each elementary school based on staffing entitlements and enrollments in accordance with Articles [L26.01](#) to [L26.04](#) above. The initial allocation shall be based on the annual predicted ADE and will take place in accordance with [ARTICLE L29](#).
- d) The existing practices in all schools with a view to ensuring consistent working conditions within the system including supervision and preparation time assigned to staff.

- e) The fairness and equitability of teaching assignments within a given school will be monitored through a Joint Working Conditions Survey. The members of the Elementary Staffing Committee will analyze annually:

Compliance with Collective Agreement provisions for preparation time, Ministry requirements for a forty (40) minute uninterrupted lunch, supervision duties and average class size data as required by the Ministry.

- f) In order to assist its deliberations, the Elementary Staffing Committee may request and shall have access to such information as enrolment data, school organization charts, and statistical data related to teaching assignments and preparation time normally collected and retained for staffing purposes.

ARTICLE L27 WORKING CONDITIONS

L27.01 Preparation Time

- a) The timetabling of preparation time for each full-time Teacher, as set out below, shall be obtained from within the staffing complement as generated by the staffing model, with such adjustments as may be required under Article [L26.05](#) (a).

Aug. 31, 2012 240 minutes per cycle of five instructional days

Where possible, the preparation time shall be allocated in blocks of twenty (20) minutes or greater. Preparation time shall be pro-rated for Teachers with less than a full-time assignment.

Preparation time shall be used for professional activities as determined by the Teacher and shall be assigned during the instructional day.

- b) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- c) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Elementary Staffing Committee.
- d) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaning full blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide Teacher coverage, as opposed to regular specialist Teachers

- e) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.

L27.02 Lunch Period

- a) Every Teacher shall receive a lunch period of not less than forty (40) consecutive minutes free from any duties.
- b) A Teacher who is assigned teaching duties at two (2) or more locations on the same day shall be excused from supervision duties during the lunch period.

L27.03 School Budget

The principal shall disclose to staff the school budget allocation upon receipt from the Board each Fall. An update of the utilization of budget funds will be provided during the Winter term of each year. The Principal may provide further updates of the utilization of budget funds to the staff.

L27.04 Replacements

The principal shall make every reasonable effort to replace absent Teachers with qualified Occasional Teachers.

L27.05 Access to Computer

All Teachers shall have access, in their classroom, office or designated work area, to an adequate computer system appropriate to the completion of all tasks (including, but not limited to, the preparation of report cards) and access to the Internet.

L27.06 Events Outside of the School Day

The principal shall consult with staff normally at least one month prior to the scheduling of events outside the School Day in order to determine the number, identity and scheduling of these events.

L27.07 Peer Coach/Mentor

Except as otherwise required in the Education Act or in regulation, no Teacher shall be required to act as a peer coach or mentor to another Teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any Teacher.

L27.08 Report Cards

- a) Principals shall give Teachers notice of deadlines associated with the preparation of report cards by September 30.
- b) The Principal may provide clerical support to Teachers for the production of report cards, in so far as each school budget shall allow.
- c) Peer review of report cards is at the Teacher's discretion.

L27.09 Staff Meetings

- a) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus wherever possible.
- b) Regularly scheduled staff meetings shall be held no more than once per month on average.
- c) Each meeting shall be no more than 75 minutes in length.
- d) The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers.
- e) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.
- f) Teachers are expected to attend regularly scheduled staff meetings.
- g) Part time assignments and other regular commitments shall be considered and, where possible, accommodated in determining the schedule.
- h) Teachers will have an opportunity to place items on the agenda. An agenda shall be distributed to all staff prior to the staff meeting.

L27.10 Inclement Weather

Procedure [PR.563.HR](#) (Inclement Weather), as established by the Board and as amended from time to time, shall apply to Teachers covered by this Collective Agreement.

L27.11 Medical Procedures

- a) No Teacher shall be required to administer medication or carry out medical procedures.

- b) No Teacher shall be required to carry out a pediculosis examination.
- c) Notwithstanding the above, Teachers shall be expected to take appropriate action(s) which may include the administration of medication in an emergency situation.

L27.12 Change Classrooms/Assignments

Teachers shall not be required to change classrooms or assignments for any discriminatory or bad faith reasons.

ARTICLE L28 SUPERVISION

L28.01 The Instructional Day shall be defined as a maximum of 300 instructional minutes commencing with the published start time for the school (i.e. the time for the entry of the students into the school for the commencement of the morning program), excluding recess and lunch/nutritional breaks.

L28.02 Supervision time shall be defined as the time Teachers are assigned to supervise students outside of the instructional day as defined in [L28.01](#).

For clarification, supervision duties include only assigned duties (examples: yard duty, hall duty, bus duty, lunchroom duty):

- i. before the scheduled start of the instructional day;
- ii. during the lunch break, nutritional break or recess; or
- iii. after the instructional day.

L28.03 (a) The maxima of supervision minutes for elementary Teachers will be 80 minutes within each period of five (5) instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty, and lunchroom duty. Supervision time will be distributed as equitably as possible.

(b) Notwithstanding the foregoing, it is recognized and understood that an Administrative Designate may be assigned to supervision in excess of the foregoing in the course of fulfilling the duties associated with the position when the principal is not in the school.

L28.04 Unless specifically assigned, Teachers shall not be required to perform supervisory duties outside of the instructional day as defined in [L28.01](#).

L28.05 Supervision time for Teachers in less than a full-time assignment shall be prorated.

ARTICLE L29 SCHOOL ORGANIZATION

- L29.01
- a) No later than the first Wednesday in April the Board shall provide the Elementary Staffing Committee with the number of approved teaching positions for the upcoming school year.
 - b) Initial total staff allocations for each school shall be distributed by the Board to each Principal not later than 15 April.

L29.02 Prior to designing a tentative school organization, each Principal is obliged to schedule in advance and hold a full staff meeting for the purpose of eliciting staff input re: school organization. Staff input shall include, but not be limited to, minimizing split grades and balancing class sizes to address the safety and security of students.

Additional meeting(s) with all affected staff will be held to discuss reorganizations resulting from a significant change in a school allocation and with all affected staff to discuss any assignment changes during the school year. Each Principal is to advise each individual Teacher of his or her assignment for the following school year.

L29.03 The proposed organization or reorganization arrived at following this consultative process is subject to the approval of the appropriate Superintendent of Schools. This tentative organization, including assignments, shall be presented to and discussed at a full staff meeting prior to 1 May.

L29.04 Following receipt and approval of the tentative school organization the Board shall provide the Union, not later than 1 May:

- a) a list of known vacancies as of the following 1 September;
- b) the number of teaching positions which are projected to exist as of the next 1 September;
- c) a list of the names of Teachers requiring placement for the next school year.

ARTICLE L30 TRANSFER AND PLACEMENT

L30.01 General

- a) The following types of transfer and placement are provided for under this article:

- Reassignment from one teaching position to a position at another location for which the Teacher is qualified and capable;
 - Direct exchange of teaching assignments between two or more Teachers at different schools;
 - Voluntary transfers and/or exchanges effected at the request of the Teacher(s) concerned;
 - Transfers required to meet program needs and/or caused by enrollment changes;
 - Placement of Teachers returning to the system.
- b) Accommodation will be made for Teachers with limitations in accordance with the Ontario Human Rights Code Section 17.(1) and supported by a certificate from the appropriate treating medical practitioner where deemed necessary.

Transfer and Placement Process

L30.02 Vacancies

- a) Vacancies created as the result of a new school opening shall be advertised prior to List 1.
- b) No later than 1 May the board shall provide to each school principal a list of known vacancies which will exist in the system as of next 1 September.

Three vacancy lists will be posted by 1 June in the schools in accordance with the staffing timelines determined by the Elementary Staffing Committee mandate.

All vacancies, which arise from promotions or selection to Central positions, will be posted, regardless of when vacancies become known.

For the purposes of vacancy list three only, the list will be posted in two parts:

List 3 (a) full-time and part-time internal candidates may be considered for the vacancies; then

List 3 (b) internal and external candidates may be considered for the vacancies.

- c) Teachers shall apply to the vacancy list through the Board's electronic application system.

Postings for vacancies will be made available for electronic application over the summer. Posting periods will be announced annually.

All qualified applicants will be interviewed provided such interviews can be accommodated within the time available by the publishing of vacancy lists

All applicants interviewed shall be contacted with their results of the competition. The acknowledgement/interview process shall only apply to Teachers who are seeking a transfer/placement or increase in contract status.

- d) When a Teacher has been selected for a vacancy, that vacancy shall be considered filled and the Teacher's former position, in turn, shall be declared vacant and posted as a vacancy when possible.

Once having accepted a vacancy, orally or in writing, a Teacher shall not be entitled to apply for a subsequent vacancy except when a Teacher has been declared surplus to schools, and the vacancy arises at the original location where the Teacher was declared surplus in accordance with Article [L30.06](#) (a) prior to 25 August.

When, in the spring staffing process, a Teacher has accepted an assignment in another location and such assignment is subsequently changed to a different division or program, that Teacher shall be eligible to compete for vacancies in the originally assigned division or program.

L30.03 Eligibility

All Teachers in the Bargaining Unit, including those returning from leave of absence and those requiring placement because of surplus situations, may apply for vacancies published by the Board.

L30.04 Seniority Transfer and Placement Process

- a) Seniority Transfer and Placement Process requests (no right of refusal if transfer effected as requested) will be considered following the posting of the second system wide vacancy list and interviews referred to in Article [L30.02](#) have occurred.

All requests made in accordance with the following categories shall be considered in the following priority order:

- i. Teachers with the Board ten (10) or more years; and
- ii. Teachers with seven (7) or more years experience in the same location.

It is understood that such requests will be considered on the basis of seniority, qualifications, capability and Teacher preference for geographical area and subject/grade level. It is further understood that Seniority Transfer and Placement Process requests will not be actioned where performance concerns exist.

- b) When a Teacher cannot meet either of the eligibility requirements of Article [L30.04](#) (a) (i) or (ii), but due to mitigating circumstances requires a transfer, the request may be granted by the Superintendent of Human Resources or designate following consultation with the Chair of CBC. Such requests shall not be unreasonably denied.

L30.05 Placement of Teachers Returning from Leave and/or Unassigned to Positions

Following the Seniority Transfer and Placement Process in Article [L30.04](#), the Board shall place Teachers who are unassigned to positions and who are qualified and capable to fill available positions. Such Teachers will be tentatively assigned to vacancies of positions held by the least senior Teachers, subject to the above. Placements shall be confirmed no later than 1 June.

L30.06 Placement Process for Subsequent Vacancies

Subject to the placement of Teachers who are declared redundant, remaining vacancies will be filled according to the following preferential procedure:

- a) A Teacher who has been required to transfer from a school shall have the right to return to a vacancy in his/her original school prior to 25 August.
- b) A Teacher who has been required to transfer to a different program shall have the right to return to a vacancy in his/her original program prior to 25 August.

L30.07 Part-time Teachers Increasing Status

- a) In staffing posted positions, Principals shall consider part-time Teachers who have applied to the vacancy prior to consideration of Occasional Teachers and external candidates.
- b) In the process of staffing positions that are not posted, Principals shall consider part-time Teachers who have submitted an expression of interest in increasing their status prior to consideration of Occasional Teachers and external candidates.

L30.08 Staffing Imbalances

- a) Staffing imbalances, due to schools being under-staffed or over-staffed, may exist after the beginning of the school year.
- b) Normally, staffing imbalances will be corrected by voluntary transfer.
- c)
 - i) Vacancies arising in September shall be posted electronically and applications shall be accepted from all Teachers.
 - ii) Placement of Teachers shall be monitored by the Human Resources department to ensure that, prior to any increase in

status or external hiring taking place, all Teachers who require placement are assigned.

- d) The Board shall provide a site seniority list in September to sites which require the data for surplus declaration due to staffing imbalances. The seniority shall be based on the information provided to the Board at the time of issuing the site seniority list.
- e) Where a Teacher transfers from a school due to staffing imbalances, the Board shall provide two (2) day's release time to assist the Teacher with the transfer. This may be accomplished through Occasional Teacher coverage in internal reorganization.
- f) In applying Article [L30.08](#), the Board shall make every reasonable effort to maintain a part-time Teacher's morning or afternoon assignment within a school unless the Teacher requests a change. In the event such a change is required, it shall not be effected until there has been a meeting held between the Teacher and the principal for the purpose of discussing all of the implications of the reassignment at least two (2) days prior to the actual reassignment. A Teacher may choose to have the appropriate supervisory officer and a representative of the Union attend the meeting.

L30.09 Transfers Throughout the School Year

Where circumstances dictate that a Teacher should be reassigned during the school year, but specifically prior to 1 May, the Board shall have the right to undertake such reassignment of the Teacher to correct the situation. In all such cases the Teachers involved will be consulted before the transfers are effected. A Teacher may choose to have the appropriate supervisory officer and a representative of the Union attend the meeting.

L30.10 Vacancies During the School Year

- a) When the Board determines that, following the correction of staffing imbalances as per Article [L30.08](#), there is a teaching vacancy which arises during the school year, and for which a Bargaining Unit Teacher is required, this vacancy will be posted.
- b) Subject to seniority and qualifications, applicants will be considered in the following order:
 - i. Teachers wishing to transfer will be considered and if successful, will transfer to the new location the following September, subject to Articles [L25](#), [L29](#) and [L34](#);
 - ii. Part-time Teachers who wish to increase their employment status will be considered. Successful applicants may immediately assume all or

part of the vacancy, provided the provisions outlined in Article [L27.01](#), [L27.02](#), [L27.03](#), [L27.04](#), [L27.05](#) and [L27.06](#) can be met.

- iii. Occasional Teachers;
 - iv. External hires.
- c) Teachers transferring during the school year under the provisions of Article [L30.10](#) (b) (i) and for whom there is no longer an assignment at their new school shall have the right to:
- i. elect to maintain their seniority rights at their school of origin; or
 - ii. be declared surplus and have access to the placement process of Article [L30.04](#).

L30.11 Redundancy Notification

On the 15th day of June, or the teaching day immediately preceding, Teachers who have not been assigned to a regular teaching position or who have been displaced by a more senior Teacher, will be notified of possible redundancy in writing and copy of such notification will be sent to the Union.

Teachers who have received notification of termination due to redundancy may apply for leave under the provisions of [ARTICLE L19](#) in order to attend job interviews.

L30.12

- a) The Board may fill vacancies including hiring or transferring Teachers for positions:
- i. For which there are no Teachers who are qualified and capable,
 - ii. For which there are no Teachers who are willing to undertake the necessary additional training and who accordingly would become qualified and capable.
 - iii. Teachers who have been hired under conditional offers of employment shall not exercise their seniority in preference to any other Teacher until those conditions have been met.
- b) No Teacher shall be transferred either permanently or temporarily should such transfer place an elementary Teacher in a position of redundancy.

L30.13 Teacher Exchanges

- a) Where a Teacher wishes to exchange teaching assignments, that Teacher shall declare an interest by submitting a request on the Human Resources

Conference Exchange folder, no later than 15 January preceding the school year in which the exchange will take place. The format of the Human Resources Conference Exchange folder shall be determined by the Union/Board Committee.

- b) Subject to the agreement of the Principals involved, and subject to the confirmation by the Superintendent of Schools, a temporary one-year exchange will be confirmed on or after 1 May to be effective at the commencement of the next school year, subject to surplus and redundancy procedures.
- c) Subject to the agreement of the Principals involved, and subject to the confirmation by the Superintendent of Schools, a temporary one-year exchange will be confirmed as permanent on or after 1 May to be effective at the commencement of the next school year, subject to surplus and redundancy procedures.

L30.14 Placement of Teachers in a Board Office Assignment

Subject to the transfer, surplus and redundancy provisions of this Collective Agreement, Teachers in a Board Office assignment shall have the right to return to his/her original school at the end of the first year of the assignment provided such a desire is indicated in writing to the Board no later than 30 March of that year.

L30.15 Right of Return

Teachers on Leave of Absence in a central assignment will have right of return to their school for a period of up to two (2) years.

ARTICLE L31 INTERPANEL EXCHANGE

L31.01 Voluntary exchanges between panels by Teachers may be effected by the Board for a period of up to two (2) school years.

L31.02 With all exchanges, seniority, experience, salary and all benefits shall continue to accumulate or remain in force as stipulated by the Collective Agreement covering the Teacher prior to the exchange (or as stipulated by a renewal of this Collective Agreement).

L31.03 Prior to the implementation of an interpanel exchange, the exchange shall be discussed with the President of the Union.

L31.04 Subject to the transfer, surplus and redundancy provisions of this Collective Agreement, the Teacher shall have the right to return to his/her original school at the end of the first year of his/her exchange provided he/she indicates such a desire in writing to the Board no later than 30 March of that year.

ARTICLE L32 PROBATIONARY PERIOD

L32.01 Teachers shall serve a probationary period of one (1) year.

L32.02 In the event of a break in active service of more than 20 consecutive teaching days or 40 non-consecutive teaching days, the Principal may extend the probationary period provided for in [L32.01](#) by the length of the absence(s).

ARTICLE L33 PROBATIONARY/ACTING VICE-PRINCIPAL POSITIONS

L33.01 Probationary Vice-Principals

- a) A Teacher who has been successful in a competition for Vice-Principal positions may be appointed to a Vice-Principal vacancy on a probationary basis from the Vice-Principal Intern List. Probationary Vice-Principals shall have the right to return to the Bargaining Unit for a period of up to one (1) year.
- b) Probationary Vice-Principals will be considered to be on leave from the Union and will be subject to the terms and conditions of employment for Vice-Principals during the period of time for which the Teacher is in the Probationary Vice-Principal role.
- c) An appointment to a Probationary Vice-Principal position shall not result in additional duties or workload for other Bargaining Unit members.

L33.02 Acting Vice-Principals

- a) Where the number of vacancies exceeds the number of names on the Vice-Principal Intern List, Vice-Principal vacancies may be staffed by Teachers upon the recommendation of the appropriate Superintendent(s) of Schools.
- b) The Teacher shall continue to be subject to all terms and conditions of the Collective Agreement, including dues deduction.
- c) Upon completion of the Acting assignment, Teachers shall return to their former teaching location, subject to surplus and redundancy provisions.

L33.03 Acting Pay Vice-Principals

- a) Upon the recommendation of the appropriate Superintendent of Schools, a Teacher may be appointed as an Acting Pay Vice-Principal to replace an absent Vice-Principal.
- b) The Teacher shall continue to be subject to all terms and conditions of the Collective Agreement, including dues deduction.

- c) Once the Teacher has completed 20 days in the acting pay assignment, the Teacher shall be eligible to receive the minimum salary for a Vice-Principal retroactive to the day on which the Teacher was assigned the additional responsibilities.

ARTICLE L34 LAY-OFF AND RECALL

L34.01 A redundancy shall arise where a Teacher has been identified as excess to the requirements of the system based on staffing entitlements.

L34.02 Notice of Possible Lay-off

On or before 15 June of each school year, the Board shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year.

L34.03 When the total number of Teachers employed exceeds the total number required, the notice required in Article L34.02 shall include the name of every Teacher who may be laid off.

L34.04 Order of Lay-off

Teachers shall be laid off in reverse order of seniority subject to qualifications. For clarity: lay-off may be full or partial.

L34.05 Individual Notice

On or before 15 June, every Teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore.

L34.06 Recall

A Teacher who has been laid off shall have:

- a. the right to be recalled on the basis of seniority for a period of 24 months and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return;
- b. the right to continue to participate in one or more of the benefit plans, provided the Teacher on lay-off pays the total premium cost of such plans.

L34.07 A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.

L34.08 A Teacher who chooses not to accept recall shall lose the right of recall.

L34.09 A Teacher may elect to not be placed on the recall list and to receive a severance payment equal to the following:

Years of Service	% of Annual Salary/Allowances
1	10.0%
2	12.5%
3	15.0%
4	17.5%
5	20.0%
6	22.5%
7	25.0%
8	27.5%
9	30.0%
10	32.5%
11	35.0%
12	37.5%
13 or over	40.0%

L34.10 Part-Time Teachers

Teachers who were on part-time assignment at the time they were laid off shall have right of recall equivalent to part-time assignments only.

L34.11 Right of Refusal

Teachers shall have the right to refuse assignments which are less than their entitlement without losing their right to recall.

ARTICLE L35 ACCESS TO INFORMATION

L35.01 Human Resources Files Access

The only recognized personnel file of a Teacher shall be maintained in the Human Resources department of the Board. A Teacher shall have access during normal business hours, or such other times as may be arranged, to the personnel file and records that relate to the Teacher. Such access shall be granted upon reasonable prior notice and in the presence of a supervisory officer or other person(s) designated by the Director of Education.

L35.02 A Teacher shall receive a copy of any documentation placed in his/her file which contains information which may be detrimental to the Teacher.

- L35.03 If a Teacher disputes the accuracy or completeness of any information in his/her personnel file, the Teacher may make application in writing to the Director of Education or designate to have the information corrected. The Board shall notify the Teacher in writing of its decision including reasons for that decision. A Teacher shall be entitled to dispute documents contained in the personnel file and to append notices of corrections to documents within the file which, in the Teacher's opinion, contain errors or inaccuracies.
- L35.04 When a Teacher authorizes in writing access to his/her personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. Access shall be provided on the same basis as Article [L35.01](#) herein.
- L35.05 A Teacher shall have the right to place any relevant material in his/her personnel file.
- L35.06 The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L35.07 When the Board amends information in the personnel file, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.
- L35.08 Disciplinary Notations
- Upon a Teacher's request, the Board shall remove all record of disciplinary action from a Teacher's file after three (3) years (excluding leaves) if there has been no disciplinary action in the interim. However, any such document which is required to be retained by statute and any discipline concerning abuse (including sexual or physical misconduct) may be retained by the Board in a separate, sealed file but shall not be further relied upon unless required by law.
- L35.09 Access to and disclosure of any personal information on a Teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE L36 VIOLENT INCIDENTS AGAINST TEACHERS

- L36.01 The Board recognizes its obligations to take reasonable precautions for the protection of its employees from violence or threats of violence in the workplace.
- L36.02 The parties recognize the Board's Safe Schools Policy and Procedures.

- L36.03 The Board's Safe Schools Policy and Procedure(s) shall not be amended without consultation with the Union.
- L36.04 Matters related to workplace violence may appropriately be brought to the attention of the Joint Occupational Health & Safety Committee.

ARTICLE L37 OCCUPATIONAL HEALTH AND SAFETY ACT

- L37.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- L37.02 a) The parties recognize that the Joint Occupational Health & Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.
- b) The parties further recognize the Union representation on this committee.
- L37.03 The parties will co-operate to facilitate any required corrective measures as provided for by the Act.

ARTICLE L38 STRIKE BY OTHER BOARD EMPLOYEES

- L38.01 In the event of a strike by other employees of the Board, the parties agree that:
- a) Members of the Union employed by the Board are bound to honour the terms of employment subject to the Education Act, the Labour Relations Act and Regulations;
- b) The Board shall notify the President of the Union immediately when the situation is evident;
- c) A consultative committee comprised of the President of the Union, the Chairperson of the Collective Bargaining Committee, and two representatives of the Director's Council of Superintendents shall meet to discuss the ramifications of the strike as they pertain to members of the Union.

Specifically, the committee will monitor and address the issues of health, safety and duties of Union members during the strike. Committee recommendations shall be forwarded to the Director's Council of Superintendents.

In addition, the committee will investigate other strike related issues which may affect members of the Union.

L38.02 In the event of a strike by other employees of the Board, the parties agree that Teachers shall continue to perform their normal and regular work including those duties set out in the Education Act and any Regulations made there under.

ARTICLE L39 NOTICE OF RESIGNATION

L39.01 A Teacher may resign from the Board effective the following dates:

- a) on 31 December by providing written notice on or before 30 November; or
- b) on a date specified by the Teacher between 30 June and 31 August, inclusive, by providing notice on or before 31 March; or
- c) in extenuating circumstances, at any time by mutual consent of the Board and the Teacher. Consent from the Board shall not be unreasonably withheld.

Letters of resignation should be addressed to the appropriate Human Resources Officer, with a copy to the Principal.

ARTICLE L40 NOTICE OF RETIREMENT

L40.01 A Teacher may retire from the Board effective the following dates;

- a) on 31 December or the last teaching day prior to the March Break or 30 June by providing notice on or before 30 November, 31 January or 31 March, respectively;
- b) in extenuating circumstances, at any time by mutual consent of the Board and the Teacher. Consent from the Board shall not be unreasonably withheld.

L40.02 Vacancies occurring at March Break shall be staffed as follows:

- a) consider existing written transfer requests; and,
- b) hire an Occasional Teacher for the balance of the school year to fill the resulting opening.

L40.03 Letters of retirement should be addressed to the appropriate Human Resources Officer, with a copy to the Principal.

ARTICLE L41 BOARD INFORMATION

L41.01 The Board shall forward to the President of the Union and to the Chairperson of the Collective Bargaining Committee a copy of the:

- a) agenda and administration reports of Board meetings and those of its committees, except for such meetings held in camera;
- b) minutes of Board meetings, except for such meetings held in camera.

L41.02 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the Collective Agreement, they shall be responsible for the costs and distribution of such copies.

ARTICLE L42 UNION/BOARD COMMITTEE

L42.01 The parties agree to establish a group whose function shall be to discuss and investigate issues which are identified by the parties. The group shall meet at the request of either party. It shall be composed of three (3) members of the Union and three (3) Board representatives. The group will attempt to resolve any issues and may make recommendations to their respective principals, which upon ratification will become Letters of Understanding.

ARTICLE L43 LOCAL GRIEVANCE PROCEDURE

L43.01 Definition of Grievance

A grievance shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

L43.02 Individual Grievance

A Teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five (5) school days, the Teacher may submit a grievance as provided herein.

Step 1

A grievance(s) must be submitted in writing to the Superintendent of Human Resources or designate within twenty (20) school days of the time the grievor should

have been aware of the circumstance(s) or relevant facts giving rise to the grievance. Within ten (10) days of the receipt of the grievance, the Superintendent of Human Resources or designate shall respond to the grievance in writing.

Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days of the receipt of the response from the Superintendent of Human Resources or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Director or designate(s). A written response will be provided to the Union from the Director of Education or designate within five (5) school days of the meeting.

Step 3

If no settlement is reached, the grievance may be submitted to arbitration within ten (10) school days of receipt of the response.

L43.03 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

L43.04 Discharge Grievance

When a Teacher has received a discharge notice, the Teacher may file a grievance at Step 2 within ten (10) school days of written notice of discharge.

L43.05 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation at any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

L43.06 Arbitration

- a) Grievances shall be submitted to a sole Arbitrator with either party reserving the right to refer a grievance to an Arbitration Board.
- b) A grievance which is not settled through the procedure outlined in the foregoing provisions may be submitted for binding arbitration under the provisions of the Ontario Labour Relations Act, 1997, specifically Section 48 - Arbitration provision and Section 49 – Referral of grievance to a single arbitrator. Either party may give written notice to the other within ten (10) school days of its intention to submit the grievance to arbitration.

- L43.07
- a) Each party shall bear one-half the expense of the Arbitrator. In the event of an Arbitration Board, each party shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairperson of the Arbitration Board. The parties shall pay their own expenses of appearing at the hearing of the Arbitrator or the Arbitration Board.
 - b) All time limits fixed herein for the grievance procedure may only be extended with the written consent of the parties.
 - c) If at any stage of the grievance arbitration procedure, the party carrying the grievance fails to process the grievance in compliance with a time fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
 - d) The Arbitrator or Arbitration Board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which would serve to alter, modify, or amend any part of this Collective Agreement.
 - e) A Teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the school day.

ARTICLE L44 CRIMINAL BACKGROUND CHECK

- L44.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.
- L44.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.
- L44.03 Any disciplinary action related to the criminal background check or the Offence Declaration required may be the subject of a grievance.

ARTICLE L45 TEACHER PERFORMANCE APPRAISAL

- L45.01 Policy [P.089.HR](#) and Procedure [PR.602.HR](#) (Performance Appraisal and Supervision for Growth of Teachers) as established by the Board and as amended from time to time shall apply to the employees covered by this Collective Agreement.

The Board will consult with the Union prior to making changes to the Board's policy and procedure regarding teacher performance appraisals.

L45.02 The Union has the right to file a grievance with respect to the performance appraisal report of a Teacher that may lead to termination. No grievance shall be filed with respect to any performance appraisal until the Teacher has received two (2) consecutive unsatisfactory performance appraisals.

L45.03 Only Supervisory Officers and Principals and Vice-principals shall evaluate a Teacher's performance. No member of the union shall be required or requested to evaluate a Teacher's performance.

L45.04 When a Teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall notify the President of the Union within ten (10) days of the Teacher having received written notification of this rating.

ARTICLE L46 HARASSMENT

Procedure [PR.541.HR](#) (Alleged Harassment/Abuse of Employee), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

ARTICLE L47 FIFTH DISEASE

The Protocol for Schools Dealing with Pregnant Employees, as established October 20, 2003, and as amended by mutual agreement, is recognized by the parties.

ARTICLE L48 RESPECTFUL WORKPLACE

Policy P.119.HR and Procedure [PR.625](#) (Respectful Workplace), as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS 29th DAY OF SEPTEMBER 2016

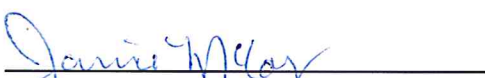
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD OTTAWA CARLETON ETFO/FEEO



Shirley Seward
Chair of the Board



Jennifer Adams
Director of Education/Secretary of the Board



Janice McCoy
Superintendent of Human Resources



Susan MacDonald
Superintendent of Instruction



Richard Sinclair
Labour Relations Officer/Legal Advisor



Jennifer Parato
Labour Relations Analyst



Barry Scott
Human Resources Officer



Heather Graham
Principal, OCDSB



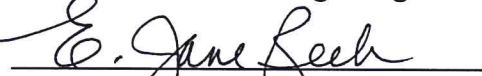
Peter Giuliani
President of Ottawa Carleton ETFO/FEEO



Elizabeth Kettle
Chairperson, Collective Bargaining Committee



Janet Fraser
Member, Collective Bargaining Committee



Jane Reeb
Member, Collective Bargaining Committee



Brian Lesage
Member, Collective Bargaining Committee



Susane Keyworth
Member, Collective Bargaining Committee



Todd Rimmington
Executive Assistant

ELEMENTARY TEACHER QUALIFICATION TABLE

POSITION	MINISTRY QUALIFICATIONS	BOARD QUALIFICATIONS
Special Education French Second Language Guidance English Second Language Design and Technology	Regulation 298 - must have qualifications in the area of responsibility recorded on their Ontario Teacher Qualification Record Card or on their record with the Ministry (i.e. at least the Part 1 qualification in that subject)	Special Education -See APPENDIX “B”
Drama Visual Arts Family Studies Physical Education Music – Vocal Music – Instrumental	Not Specified	Teachers holding assignments of 0.5 part-time or more in these areas must hold at least the Part 1 qualification in the appropriate subject area or equivalent experience or qualifications in the opinion of the Director of Education or designate. Instrumental Music Teachers should have completed Part III or equivalent. All incumbents teaching these subject areas as of 1 September 1998 shall be deemed to be qualified.

BOARD QUALIFICATIONS – SPECIAL EDUCATION

TYPE OF CLASS	QUALIFICATIONS
Learning Disability	Special Education Parts 1 & 2 with LD Option
Language Learning Disability Class (LLD)	Special Education Parts 1 & 2 with Speech Option or Specialist in Special Education
Deaf and Hard of Hearing Program	Specialist Teacher of the Deaf
Developmental Disability	Special Education Part 1 with Development Disability Option
Blind and Low Vision Program	Special Education Part 1 with Option for Blind
Behaviour Intervention Program	Special Education Parts 1 & 2 with Behaviour Option
Primary Special Needs	Special Education Parts 1 & 2
Learning Support Teacher (LST)	Specialist in Special Education
Special Education Learning Class (SELC)	Special Education Parts 1 & 2
Physical Support Unit Program (PSU)	Special Education Parts 1 & 2
Autism Program	Special Education Parts 1 & 2
Dual Diagnosis Program	Special Education Parts 1 & 2
General Learning Program (GLP)	Special Education Parts 1 & 2

Note: All other Special Education classes will be staffed as per Ministry qualifications.

Note: It is understood by the parties that when a Teacher holds the basic Ministry qualifications required to teach a designated Special Education class, that Teacher may apply for transfer to such class, provided that he/she attains the stipulated Board qualification within one year.

Note: Teachers currently teaching in the above noted programs, who do not meet the Board Qualifications requirements shall be grandparented based on Ministry Qualifications so long as they remain in the same position.

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

ACCESS TO CLASSROOMS

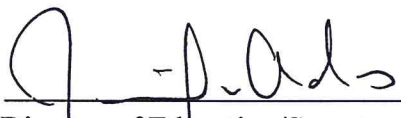
The parties agree to establish a Joint Committee for the purpose of reviewing Access to Classrooms in schools where the extended day program exists. The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 120 days after ratification of this Agreement, and shall complete its work by the end of 2016.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD




Chair of the Board



Director of Education/Secretary
of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

ELECTRONIC DEVICES

The parties agree to establish a committee to provide input to the Employer toward the creation of guidelines and/or make recommendations for the modification of existing policies or procedures with respect to the use and implementation of Electronic Devices in the classroom.

The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 120 days after ratification of this Agreement and shall complete its work by the end of 2016.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD




Chair of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

FSL STAFFING

The parties agree to establish a Joint Committee for the purpose of discussing transfers, increases in status and changes in assignments.

The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 60 days after ratification of the Agreement and shall complete its work by April 1, 2016.


Signed in the City of Ottawa this 29 day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

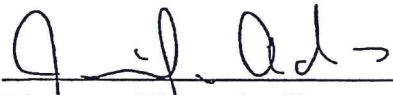


Chair of the Board


OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

EI HOURS

Effective September 1, 2009, it is understood and agreed by the parties that subject to Human Resources and Skills Development Canada Federal Department (HRSD) rules, the daily hours of work for a full day assignment for EI reporting purposes, shall be recognized as 8.

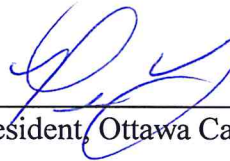
Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD




Chair of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

FIFTH DISEASE

The parties agree to establish a Joint Committee for the purpose of reviewing the Fifth Disease protocol. The Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 60 days after ratification of this Agreement and shall complete its work by the end of the 2015-2016 school year.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

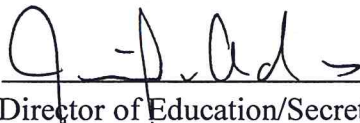


Chair of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

JOB SHARING

The parties agree to establish a Joint Committee for the purposes of obtaining input toward the development of a standard application form for Job Sharing. The Committee shall address the requirement that Teachers co-plan in consultation with the Principal.

The Committee shall include up to four (4) representatives from the Board and up to four (4) representatives from the Federation including at least two (2) Teachers currently sharing a job.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD




Chair of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

LEAVE OF ABSENCE WITH PAY-RELEASE OFFICERS

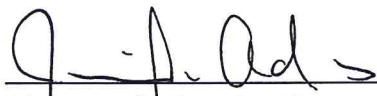
The Union agrees to limit the number of local released officers referred to in Article L19.11 to 5.25 for the life of the agreement.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD



Chair of the Board



Director of Education/Secretary
of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

SAFETY GUIDELINES

No later than March 30, 2016, the Employer will establish a process to identify whether students transferring into a school either from within or outside the District may have a history of violent or aggressive behaviours, as set out in section 4.20 of PR.680.HR Health and Safety-Violence in the Workplace/

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

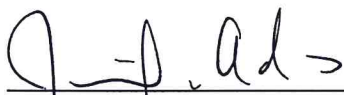


Chair of the Board

OTTAWA CARLETON ETFO/FEEO



President, Ottawa Carleton ETFO/FEEO



Director of Education/Secretary
of the Board



Chairperson,
Collective Bargaining Committee

LETTER OF UNDERSTANDING

Between

OTTAWA CARLETON ETFO/FEEO

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

SCHOOL CLOSURES/RECONFIGURATION/AMALGAMATION REVIEW COMMITTEE

The parties agree to establish a Joint Committee for the purposes of reviewing existing practices and establish guidelines for the staffing of schools affected by closures / reconfigurations / amalgamation.

The Committee shall be comprised of up to four (4) representatives of the Employer and up to four (4) representatives of the Union. The first meeting of the Committee shall occur no later than 90 days after ratification of this Agreement and shall complete its work by the end of 2016.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

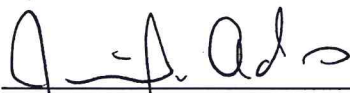


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ALLOCATION OF AVAILABLE CLASSROOM

The Board and the Union shall establish a Joint Committee on the allocation of available classroom space for Core French Teachers and ETFI Teachers, consisting of up to three (3) representatives each, no later than November 30, 2009. The Committee shall review the feasibility of allocating available space (not in use) to provide Core French Teachers and ETFI Teachers classroom space. The allocation of such classroom space will be at no cost to the Board.

Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
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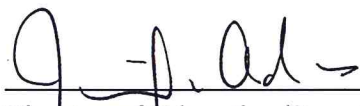


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HEALTH AND SAFETY RELEASE OFFICER

The Union representative assigned to the multi-site Joint Occupational Health and Safety Committee will be released on a half time basis to accommodate the fulfillment of his/her responsibilities as set out in the Occupational Health and Safety Act, attending at testing, accompanying Ministry of Labour inspectors, attending at work refusals. The cost of this release officer will be paid by the OCDSB. A job description will be established to determine what additional responsibilities will be assigned to the released Union worker member.

It is further agreed that the worker member's release will end in the event the multi-site JOHSC is no longer in place.

Signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD




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BALANCED SCHOOL DAY

In the absence of a Board-wide decision regarding Balanced School Day, in determining whether to introduce or discontinue a Balanced School Day schedule, Principals will consult with the Union members within the school. Decisions will be made prior to May 1.

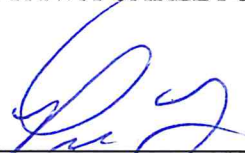
Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

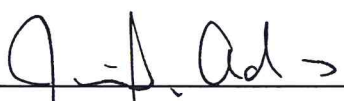


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EARLY RETIREMENT INCENTIVES

In the event of lay-offs, the parties agree to provide an Early Retirement Incentive Plan. Payments shall be in accordance with the following conditions:

- a) Based on non-replacement; i.e. the number of ERIP's granted will not exceed the number of lay-offs;
- b) All members of the Union (at maximum of his/her salary category) to be eligible;
- c) Payments to be based on applicant's individual pension situation (years of credited service under TPP and pension factor);
- d) Calculations of payments as per 1996 CBE – RIPRL.

This Letter of Understanding is subject to the grievance/arbitration process.

Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
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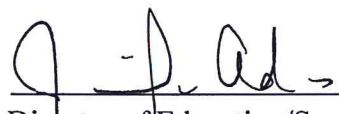


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SYSTEM REORGANIZATION

- 1) The parties recognize the potential implications of changes arising from recommendations under Policy P.013.PLG impact on members of the Bargaining Unit. These changes may affect a number of areas including:
 - a) Transfer and Placement Process
 - b) Staffing
 - c) Effecting a smooth transition and consolidation
 - d) Programme Delivery
 - e) Working Conditions
 - f) Retraining
- 2) In accordance with ARTICLE L40 of the Collective Agreement, either party may refer concerns arising from changes in organization to the Union/Board Committee.
- 3) It is understood that the Bargaining Unit will be involved in a consultative capacity prior to implementation of recommendations made in respect to or arising under Policy P.013.PLG.
- 4) Where the Board is considering major organizational changes which may adversely impact on Teachers' working conditions (other than staffing), it is agreed that the Director of Education or designate and the Superintendent of Human Resources or designate shall, whenever possible, meet with the President of the Union or designate and the Chairperson of the Collective Bargaining Committee of the Union or designate for the purpose of discussing the known implications of such changes prior to any formal motion being proposed by the Board.

Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD




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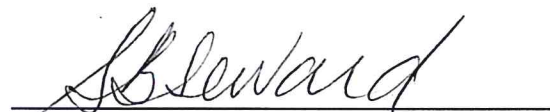
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

EMPLOYMENT INSURANCE REBATE

The Employment Insurance premium rebate normally paid to Teachers shall be retained by the Employer.

Renewal signed in the City of Ottawa this 29th day of September 2016.

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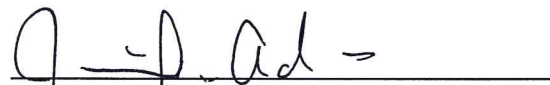


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BENEFITS FOR RETIREES

It is understood that, as of 1 April 1999, access to Board benefit packages at group premium levels will no longer be available to retiring Teachers.

For those Teachers employed by the Carleton Board of Education as of 30 December 1997 who retire on pension prior to 1 April 1999, and prior to age 65, all benefits, excluding LTD, will be made available at group premium levels with the Teacher paying 100% of the premium cost. This entitlement shall continue until such time as the Teacher elects to discontinue coverage. It is recognized that such coverage at the group premium levels ceases at age 65 in all cases.

Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
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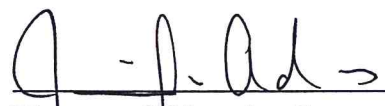


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LETTER OF UNDERSTANDING
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ETFO HUMANITY FUND

The parties agree to include a provision for the ETFO Humanity Fund in Article L13.05 (c) subject to the following:


- 1) The Federation will provide the Board with appropriate documentation and information regarding the charitable organization for the purposes of the fund;
- 2) The Federation will provide the Board with the employee's name, EIN, and dollar amount to be deducted for all employees who agree to have deductions made;
- 3) Implementation of the deductions will be in October 2003;
- 4) Employees may opt in/out or amend the amount of deductions once per year, in writing to the Payroll Department, between 1 October and 30 November.
- 5) The amount deducted shall be included as a charitable donation on the employees' T4;
- 6) The Board will not be responsible for providing the Federation with lists or records of individual deductions;
- 7) A monthly cheque for the previous month will be provided to the registered charitable organization identified by the Federation;
- 8) The employer will not be responsible for adjusting or deducting any outstanding amounts for employees on leave without pay or employees not in receipt of earnings during a paid period;
- 9) ETFO and/or Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of deductions made based on the information provided by ETFO and/or the Bargaining Unit.

Renewal signed in the City of Ottawa this 29th day of September 2016.

THE OTTAWA-CARLETON DISTRICT
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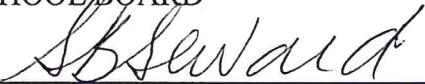
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

RE: EI BENEFITS (Pregnancy Leave-Residents of Quebec)

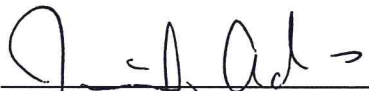
The parties agree that, for the purposes of Article C11.2 (Pregnancy Leave), references to “E.I. Benefits” or “employment insurance benefits” shall be deemed to include benefits payable to residents of the Province of Quebec pursuant to the Quebec Parental Insurance Plan.

Renewal signed in the City of Ottawa this ^{29th} day of September 2016.

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SCHOOL BOARD



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