

MEMORANDUM OF SETTLEMENT

of all outstanding matters forming the agreement on central terms pursuant to the
School Boards Collective Bargaining Act, 2014

BETWEEN:

Conseil des associations d'employeurs (CAE)

AND

**Association des enseignantes et enseignants franco-ontariens
(AEFO)**

AND ACCEPTED BY:

The Crown

1. The Central Parties and the Crown recognize that this Memorandum of Settlement and the attached Appendices (hereinafter "this MOS") constitute an entire and definitive agreement with regard to the current central bargaining. Unless otherwise stated, all the terms of this MOS apply to teachers who are members of the AEFO, whether they be regular or occasional teachers. The signatories of this MOS shall unanimously and unreservedly recommend to their decision-makers that the terms of this MOS be accepted by their respective agents.
2. The parties agree that the terms of this MOS shall remain confidential until it is ratified.
3. No member of the AEFO shall suffer reprisals for having participated in a central strike.
4. Appendix I is the central agreement and forms part of, and is incorporated into, the collective agreements between AEFO and the French-language Catholic and public school boards.
5. The ratification of the MOS by the central parties, and the Crown's approval, shall be deemed to have occurred on the date of ratification by the AEFO or the date of ratification by the CAE, whichever is later. The central parties shall attempt to finish the central ratification process and the acceptance process no later than October 16, 2015.
6. The terms of this MOS and of the Appendices shall come into force on the ratification date of the local agreements, in accordance with subsections 39(6) and 39(7) of the *School Boards Collective Bargaining Act, 2014*.
7. Notwithstanding paragraph 6 of this MOS, the following letters of understanding and provisions shall come into force upon the ratification of the central agreement:

- Vested leave plan
 - Central dispute resolution process
 - Letter of understanding: Benefits
 - E-learning
 - Letter of understanding: Virtual learning
 - Retirement gratuities and voluntary early payment plan.
8. Upon the ratification of this MOS, the school boards shall submit the necessary instructions to Cowan Insurance Group so that it cooperates fully with the AEFO and the RAEO and provides the information required to create the Trust.
9. The collective agreement comprises two parts. Part A is about the central terms. Part B is about the local terms.
10. The terms of this MOS and of the Appendices constitute the totality of the central terms of the collective agreement, and of the directives applicable to the school boards and the AEFO units in relation to the central issues.
11. The Crown shall pay the AEFO the sum of five hundred thousand dollars (\$500,000), to make up for the cost of central collective bargaining, no later than ninety (90) days after all AEFO local collective agreements have been ratified.
12. The AEFO and CAE agree that the following clauses are part of the local negotiations for the boards involved:
- Conseil scolaire de district catholique de l'Est ontarien (65):

Clause 15.4.4.3 of the 2012-2014 collective agreement – Lunchtime supervision duty (elementary level)
 - Conseil des écoles catholiques du Centre-Est (66):

Clause 5.10.5 of the 2012-2014 collective agreement – Breakfast period (secondary level)
 - Conseil scolaire de district catholique Centre-Sud (64)

Letter of understanding entitled "Paramètres de mise en œuvre pour l'application des clauses A.3.3 et A.5 (surveillance à l'heure du repas)" [Guidelines for implementing clauses A.3.3 and A.5 (mealtime supervision)] dated November 18, 2008]

13. The AEFO and the CAE agree that the clauses and language of the existing letters of understanding pertaining to lunchtime during balanced school days under the collective agreements shall be kept in the local part of the collective agreement, subject to any amendments negotiated during local bargaining.
14. On the date of signing of this MOS, the AEFO agrees to suspend any central strike measure undertaken by the teachers, and the CAE agrees to refrain from giving a five (5) day lockout notice.
15. It is understood that any dispute, regarding an issue covered by central bargaining, between the date of ratification of the central agreement, and the coming into force date of a collective agreement, can be referred to the central dispute resolution process.
16. Salaries and allowances shall be increased thanks to funding for professional development at the elementary level; funding for programming at the secondary level; an amount of \$500,000 payable to the Crown by the AEFO, which includes the remaining balance from the professional development amount paid to the AEFO under the 2008 PDT agreement; the voluntary payment of the net present value of the future retirement gratuities and the vested vacation plan; the 25% reduction, for the 2015–16 school year, in funding for professional learning communities (PLC); and the efficiencies and operating cost reductions stemming from the addition of a professional activity day dedicated to Ministry of Education initiatives, including numeracy. School boards shall adjust the salary grids, hourly rates and allowances, including additional amounts in lieu of benefits, in accordance with the following schedule:

- September 1, 2014
 - 0%
- September 1, 2015
 - Restoration of grid movement for qualifications and experience
 - The provisions of the collective agreements between the AEFO and the French-language Catholic and public schools which defer salary grid movement based on qualifications and experience until the 97th day of the school year shall be deemed void, expired and not to form part of those collective agreements.

Lump-sum payments

Regular teachers

- All regular teachers from AEFO units who are employed by a French-language Catholic [or] public school board on September 8, 2015, shall receive a lump-sum payment equal to 1% of the salary in effect as at September 1, 2015. For greater certainty, the teacher need not actively be at work on September 8, 2015, in order to be entitled to the lump-sum payment. If the teacher employed by a school

board resigns, retires or is dismissed before the end of the 2015-2016 school year, there shall be no recovery of the lump-sum payment.

- The payment of the lump sum shall take place no more than thirty (30) days after the ratification of the applicable local terms.

Short-term and long-term occasional teachers

- All short-term occasional teachers, and those on long-term occasional assignments, who are from AEFO units and are employed by a French-language Catholic [or] public school board on September 8, 2015, shall receive a lump-sum payment equal to 1% of the salary earned for the period from September 1, 2015 to June 30, 2016. That amount shall be payable no later than July 31, 2016 or thirty (30) days after the date the local memorandum of settlement is ratified, whichever is later.
- For greater certainty, the short-term occasional teacher or the occasional teacher on long-term assignment need not actively be at work on September 8, 2015, in order to be entitled to the lump-sum payment.

For the purposes of the above payments and increases, employment commences when a teaching position is accepted.

- September 1, 2016
 - The salary grids, hourly rates, allowances and additional amounts in lieu of benefits shall be increased by 1%, with the exception of allowances for qualifications.
 - The salary grids, hourly rates, allowances and additional amounts in lieu of benefits will be increased by 0.5% on the 98th day of the 2016-2017 school year, with the exception of allowances for qualifications.

17. Any grievance filed prior to the ratification of the local memorandum of settlement, whether it raises a question at the central level or not, shall continue to be handled in accordance with the 2012-2014 collective agreement.

18. Upon the ratification of this MOS, the following disputes shall be deemed to have been withdrawn by the AEFO:

	Board	Subject	Date filed
M00113	60A	Internal supply (regular teachers) equitable distribution, time and nature	16/01/2013
M00712	64	Professional judgment (regular teachers)	01/02/2013
M01012	64	Hiring practice (occasional teachers)	01/02/2013
M01313	60A	Hiring practice (occasional teachers)	13/03/2013
M01713	56	Welcome and supervision – elementary level (regular teachers)	05/06/2013
M02113	58	Hiring practice (occasional teachers)	11/06/2013
M02013	66	Hiring practice (occasional teachers)	11/06/2013
M02213	63	Internal supply (regular teachers)	19/06/2013
M02313	56	Welcome and supervision – elementary level (regular teachers)	28/06/2013
M02713	62	Voluntary unpaid leave (regular teachers)	23/09/2013
M02913	63	Voluntary unpaid leave (regular teachers)	07/10/2013
M03313	56	Voluntary unpaid leave (regular teachers)	06/11/2013
M03413	56	Voluntary unpaid leave (regular teachers)	06/11/2013
M00214	56	Voluntary unpaid leave (regular teachers)	19/12/2013
M00414	60A	Hiring practice (occasional teachers)	03/02/2014

19. Upon the ratification of this MOS, grievances filed with school boards concerning e-learning shall be deemed to have been withdrawn by the AEFO.

20. Within the framework of the *Teachers' Pension Act* (TPA), the Minister of Education shall attempt to reach an agreement with the Ontario Teachers' Federation (OTF) for the purpose of changing the Ontario Teachers' Pension Plan (OTPP) to allow pension contributions to be adjusted in order to take the vested paid leave plan into account based on the following principles:

- i) contributions shall be made by the employee or plan member out of the unpaid portion of each **partially paid leave day (PPLD)** or voluntary unpaid leave, except where the employee or plan participant states otherwise
- ii) the government or employer shall be required to make matching contributions;
- iii) the precise plan amendments necessary to implement this change shall be drafted in consultation with the OTPP and its sponsors (the OTF and the Ministry of Education); and
- iv) the amendments to the plan shall comply with all legislation applicable to registered pension plans, such as the *Pension Benefits Act* and the *Income Tax Act*.

21. Upon the ratification of this MOS, the Minister of Education shall recommend to the Lieutenant Governor in Council that the AEFO and the French-language school boards be excluded from *Ontario Regulation 274/12 – Hiring Practices*.

22. Any numbering change, or other form-related change to the collective agreement, necessary to

give effect to the central parties' intent, shall be made by mutual agreement between the central parties before the printing of Part A of the collective agreement. These amendments must not change the intent or meaning of the MOS's terms.

23. The AEFO and the CAE agree not to renew the following letters of understanding:

- Professional development allowance (or development fund)
- Professional development and professional learning communities.

24. Memoranda Nos. 1, 2, 3, 4 and 5 below, are subject to the dispute resolution process.

MEMORANDUM No. 1

(Which are not part of the collective agreement)

SUBJECT: Interruption of Ministry initiatives

While the Policy/Program Memorandum (PPM) concerning Ministry of Education and school board initiatives and professional cooperation in accordance with Memorandum No. 2, no new provincial initiatives affecting workload, classroom quality, tests or data collection shall be implemented.

This shall include:

- all initiatives in progress;
- programs announced or implemented earlier at school boards; and
- new initiatives necessary to respond to concerns about student safety.

MEMORANDUM No. 2

SUBJECT: Ministry and school board initiatives

Whereas Ontario's educational system has committed to making improvements to ensure student success and well-being;

Whereas Ontario's renewed vision on achieving excellence is focused on excellence, well-being, equity and public confidence;

Whereas French-language education has the unique mandate to promote and transmit the French language and culture in a minority context;

Whereas Ontario's educational system is among the best in the world thanks to exemplary educators at every level of the organization who have made a collective commitment focused on achieving excellence;

Whereas research on best practices advocates improved concepts of professional collaboration and a broadening of the leadership concepts developed in the past;

Whereas there is a perception, in some parts of the sector, that a review of the initiatives, expectations and practices is needed;

Whereas two studies about workload and professionalism have been carried out;

And whereas the transformation requires changes at every level, namely, the Ministry, school boards, schools and classrooms.

The Ministry's commitment

The Ministry of Education is committed to:

- 1) setting up a representative body (the transformation team) whose primary responsibility is to provide information for the development of a Policy/Program Memorandum (PPM);
- 2) creating a provincial organization, distinct from that body, and made up of people representing teachers' federations, principals' associations and school board leaders, which shall meet each quarter to exchange views on new initiatives, including the repercussions of those initiatives on training, resources and timelines;
- 3) creating a PPM aimed at clarifying and making commitments that foster renewed professional collaboration and leadership in Ontario's education system; and
- 4) tabling that PPM no later than May 31, 2016.

Please note that two distinct discussion tables, described above as part of the Ministry's commitments, will be created.

Scope of the Policy/Program Memorandum

The PPM shall include the following concepts:

- 1) establishing a vision for professional collaboration with a view to making improvements favouring student success and well-being;
- 2) finding a fair balance between external accountability and internal responsibility;
- 3) examining and clarifying the shared roles and responsibilities around assessment and reporting, including but not limited to report card preparation;
- 4) developing a review process for use by the provincial organization of representatives responsible for considering initiatives, which process may consist, among other things, in

- expressing points of view about the consideration, development, implementation and assessment of the new initiatives;
 - giving advice as to the appropriateness of the calendar and the pace of introduction of new initiatives;
 - incorporating new initiatives, new materials and potential new resources into existing practices and taking into account the effects of these initiatives on current requirements regarding teachers, principals and school board leaders;
 - exchange views on best implementation practices;
 - exchange views on the professional training and learning necessary to implement new initiatives; and
 - take note that certain expectations and practices are no longer appropriate in the current context and must eventually be abandoned, adjusted or modified, whereas other expectations and practices must be adopted, a point that will be examined by the above-described provincial organization responsible for examining initiatives.
- 5) provide guidance to school boards for the creation of a mechanism or the use of existing mechanisms for consultation, collaboration and communication with federations, associations and local unions, with a view to implementing new initiatives;
 - 6) provide the evidence from workload-related studies that will strengthen and improve professional collaboration;
 - 7) transform our leadership vision to encourage a cooperative learning culture aimed at promoting and improving teachers' leadership in the classroom, at school and in school boards while respecting the mandate and responsibilities of official leaders; and
 - 8) examine the concept of professional judgment in the context of an effective and cooperative learning culture.

MEMORANDUM NO. 3

SUBJECT: Professional activity days

The Ministry of Education will recommend that the Lieutenant Governor enact, by way of a regulation effective September 1, 2015, a reduction in the number of teaching days from 188 to 187, and that the number of professional activity days be increased from six to seven.

For clarity, the total number of school days will remain at 194.

This additional professional activity day is intended to support Ministry and school board initiatives.

MEMORANDUM NO. 4

SUBJECT: Ministry of Education Initiatives

In connection with the Ontario Ministry of Education's (EDU) renewed mission and vision – "Achieving Excellence", the AEFO and the CAE are committed to the success and well-being of every student. Furthermore, in connection with the *Politique d'aménagement linguistique*, the AEFO and the CAE are committed to promoting and transmitting the French language and culture, a mandate specific to minority French-language education. Learners in the province's French-language Catholic and public education systems will acquire the knowledge, skills and characteristics that will lead them to become personally successful, economically productive and actively engaged citizens. The AEFO and the CAE recognize the key role played by teachers in the success and well-being of students, and the importance of continuously cultivating and developing a high-quality teaching profession and high-calibre leadership at every level.

1. FORMATION OF A WORKING GROUP

The Ministry of Education will fund and coordinate a working group to review and identify the impact of EDU and school board initiatives (hereinafter "the initiatives") on school operations, with a view to advising the Minister of Education.

The working group will submit its report to the Minister of Education no later than June 30, 2017.

The working group will be composed of up to three AEFO representatives, up to three French-language public school board representatives, and up to three French-language Catholic school board representatives, as well as one ACÉPO representative, one AFOCSC representative, and up to two Ministry of Education Representatives. The working group may, at its discretion, retain the services of resource persons.

2. MANDATE

- 2.1 Foster the implementation of Ministry initiatives having regard to the impacts on school and school board operations.
- 2.2 Help identify the challenges, impacts and best practices associated with the implementation of Ministry initiatives in the minority French-language Catholic and public education context.
- 2.3 Help build connections between the different initiatives, to encourage a harmonized and cohesive implementation.
- 2.4 Define the modalities of the summer 2016 and summer 2017 project work groups described in Memorandum No. 5, including the mandate, the parameters and the expected results.

In carrying out its mandate, the work group will take into account the discussions and the work done by the transformation team defined in Memorandum No. 2 of this MOS.

MEMORANDUM No. 5

SUBJECT: Work groups, summer 2016 and summer 2017 projects

1. The Ministry of Education undertakes to fund and coordinate a provincial summer project in 2016 and 2017, to which teachers from each French-language Catholic and public school board will be invited to participate in order to help develop educational resources that will be made available to the school boards' teachers.

These educational resources will include a practical guide developed to assist teachers with report card preparation. This guide will respect the principles from *Growing Success* and will contain tried-and-true practices and templates for writing comments to encourage communication about student performance.

2. The working group formed in accordance with Memorandum No. 4 will be tasked with defining the modalities of the project, including the mandate, parameters and expected results.
3. The teachers participating in this project will be compensated according to the per diem associated with their annual salary under their collective agreement.
4. The total cost of the project for the two summers will not exceed one hundred thousand dollars (\$100,000).

Signed at Toronto, this Wednesday, September 16, 2015.

Signé à Toronto, le mercredi 16 septembre 2015.

Pour l'AFFO :


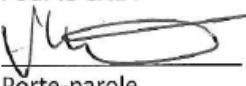
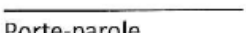




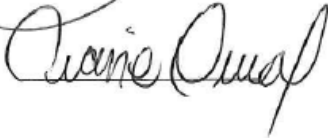

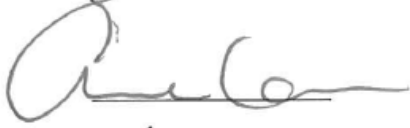


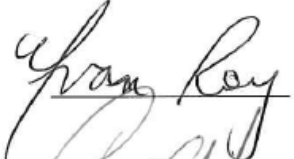
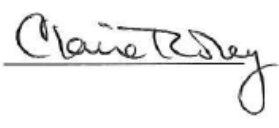


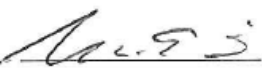





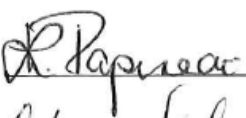


Porte-parole

Pour le CAE :

Porte-parole

Pour la Couronne :

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Translator's Caveat: Many English-language versions of the documents cited in this MOS are unavailable, or at any rate, impossible to find online. Furthermore, certain words are missing from the French version of this MOS, and other wording is somewhat ambiguous. Best efforts were made to render the meaning of the French and find the applicable documentation, but there could be some inconsistencies with existing English-language documents that are not available to the public, and some instances where the drafters meant to say something different from what the translator felt was the likeliest intent based on the limited context.

APPENDIX I TO THE MEMORANDUM OF UNDERSTANDING

PART A SHORT-TERM PAID LEAVE

REGULAR TEACHING STAFF

A.1.1 Each school year, a regular teacher with any of the designated school boards may be absent, without loss of salary, for the reasons and the number of days set out in Part B below.

A.1.2 A regular teacher who works part-time, or is hired or assigned for part of the school year, is entitled to the short-term leave referred to in Part B below, prorated to the amount of time worked.

A.1.3 Any change to the assignment of the teacher during the school year must result in the adjustment of the number of allocated paid leave days.

PART B - REGULAR TEACHING STAFF

B.56 Conseil scolaire public du Nord-Est de l'Ontario

MISCELLANEOUS LEAVE

B.56.1 Provided a request is made in advance, the Board shall grant each teacher up to four (4) days or eight (8) half-days of leave each school year, for the following reasons:

- i. for personal reasons, up to two of the four days referred to above. These days must not be taken on a professional activity day, or on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- ii. to take an academic or professional certification examination during hours of work;
- iii. to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- iv. an illness in the immediate family (spouse, son, daughter, mother or father);
- v. for the observance of a religious holiday; or
- vi. for an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

B.57 Conseil scolaire public du Grand Nord de l'Ontario

SUBJECT TO ERRORS AND OMISSIONS

MISCELLANEOUS LEAVE

B.57.1 Provided a request is made in advance, the Board shall grant each teacher up to five (5) days or ten (10) half-days of paid leave each school year, for the following reasons:

- i. For personal reasons, up to two (2) of the five (5) days referred to above. These days must not be taken on a professional activity day, or on the day before or after Christmas, the day before or after winter break, or the day before or after a statutory holiday. The Board is not required to approve such leave if it falls on a professional activity day;
- ii. To take an academic or professional certification examination during hours of work.
- iii. To attend a professional training course related to teaching.
- iv. To attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher.
- v. An illness in the immediate family (spouse, son or daughter) or of the teacher's mother or father.
- vi. For the observance of a religious holiday.
- vii. For an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

SPECIAL LEAVE

B.58.1 The Board shall grant up to five (5) days of special leave with pay per school year, for the following reasons:

- i. to take part in a religious holiday;
- ii. an illness in the family (mother, father, spouse, son or daughter);
- iii. a maximum of one (1) day for the moving of the teacher's principal residence;
- iv. a maximum of one (1) day for an urgent personal activity that cannot take place outside hours of work;
- v. a maximum of two (2) days for a personal activity that cannot take place outside hours of work, but such a leave day cannot be taken on the day before or after Christmas, the day before or after winter break or the day before or after any other statutory holiday; or
- vi. one (1) personal leave day, on the following conditions:
 - (a) the request for such leave must be submitted to the supervisor at least ten (10) teaching days prior to the proposed leave day;
 - (b) the personal leave day cannot be taken on the day before or

SUBJECT TO ERRORS AND OMISSIONS

after a school or statutory holiday, on a professional activity day, or on a personal leave day of another teacher at the same school; and

(c) it must be possible for the teacher to be adequately replaced;
and

vii.a maximum of two (2) days to extend leave referred to in clause B.58.1, concerning bereavement leave, for a teacher who needs to travel more than 250 kilometres to attend the funeral.

B.58.2 The Board may grant up to two (2) additional days without pay for circumstances it considers extraordinary.

B.59 Conseil des écoles publiques de l'Est de l'Ontario

SPECIAL LEAVE

B.59.1 The Board shall grant any teacher up to three (3) days of paid leave per school year for the following reasons:

- i. observance of religious holidays;
- ii. the teacher's move;
- iii. an emergency that prevents the teacher from reporting for work; or
- iv. an illness in the family (mother, father, spouse, son or daughter) or a medical appointment that cannot be obtained at any time other than during a school day.

B.59.2 The Board may grant up to two (2) days per school year for circumstances it considers extraordinary.

B.59.3 In addition, the Board shall grant any teacher two (2) days of paid leave for personal reasons. Such leave cannot be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any other statutory holiday.

B.60B Conseil scolaire catholique Franco-Nord

MISCELLANEOUS LEAVE

B.60B.1 Provided a request is made in advance, the Board shall grant each teacher up to five (5) days or ten (10) half-days of paid leave per school year, for the following reasons:

- i. for personal reasons, up to two (2) of the five (5) days referred to above; these days cannot be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- ii. to take an academic or professional certification examination during hours of work;
- iii. to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;

SUBJECT TO ERRORS AND OMISSIONS

- iv. illness of the teacher's spouse, son, daughter, mother or father; or
- v. an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

B.61 Conseil scolaire de district catholique du Nouvel Ontario

MISCELLANEOUS LEAVE

B.61.1 Provided a request is made in advance, the Board shall grant each teacher up to five (5) days or ten (10) half-days of paid leave per school year, for the following reasons:

- i. For personal reasons, up to two (2) of the five (5) days referred to above. These days must not be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday, and the Board is not required to approve such leave if it falls on a professional activity day.
- ii. To take an academic or professional certification examination during hours of work.
- iii. To attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher.
- iv. An illness in the immediate family (spouse, son, daughter, mother or father).
- v. An emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

B.62 Conseil scolaire de district catholique des Aurores boréales

MISCELLANEOUS LEAVE

B.62.1 Provided a request is made in advance, the Board shall grant each teacher up to five (5) days or ten (10) half-days of paid leave each school year, for the following reasons:

- i. for personal reasons, up to two (2) of the five (5) days referred to above; these days cannot be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- ii. to take an academic or professional certification examination during hours of work;
- iii. to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- iv. an illness in the immediate family (spouse, son or daughter) or of the teacher's mother or father; or
- v. an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

SUBJECT TO ERRORS AND OMISSIONS

B.63 Conseil scolaire catholique Providence

SPECIAL LEAVE

B.63.1 Provided a request is made in advance, the Superintendent of Human Resources shall grant up to five (5) days or ten (10) half-days of paid leave per school year for the following reasons:

- i. illness of the teacher's spouse, son, daughter, mother or father;
- ii. an examination related to professional teaching qualifications, that cannot be scheduled for a time other than during a work day;
- iii. the conferral of a degree on the teacher or the teacher's immediate family (spouse, son or daughter) if the ceremony is during a work day; or
- iv. up to one day per school year for activities that cannot be scheduled for a time other than during a work day. On the leave request form, the teacher must state the nature of the activity for which leave is requested.
- v. One (1) personal leave day, which shall be granted on the following conditions:
 - (a) the request for the leave must be submitted to the supervisor at least ten (10) teaching days prior to the proposed leave day; and
 - (b) the personal leave day cannot be taken on the day before or after a school or statutory holiday, on a professional activity day, or on the personal leave day of another teacher at the same school.

In the case of clause B.63.1.v.(a), if the teacher is unable to request leave in advance, the teacher must notify the school principal of his or her absence without delay and submit the duly completed leave request form upon returning.

B.64 Conseil scolaire de district catholique Centre-Sud

PERSONAL LEAVE

B.64.1 The Board shall grant each teacher up to four (4) days of leave with pay per school year for the following reasons:

- i. provided written notice has been submitted in advance, up to one day for personal reasons; this day must not be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- ii. provided written notice has been submitted in advance, to take an academic or professional certification examination during hours of work;

SUBJECT TO ERRORS AND OMISSIONS

- iii. provided written notice has been submitted in advance, to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- iv. for an illness in the immediate family (spouse, son or daughter) or of the teacher's mother or father; or
- v. for an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

B.64.2 The Board shall grant up to two days, with pay, as an extension of the leave referred to in the clause pertaining to the three (3) days of bereavement leave, that is, section Y.64.2.1 (ii), or the clause pertaining to the five (5) days of bereavement leave, that is, section Y.64.2.1 (i), as the case may be, to any teacher who must travel more than 400 kilometres to attend the funeral.

B.64.3 The number of days taken under sections B.64.1 and B.64.2 must not exceed a total of five (5) days per school year.

B.65 Conseil scolaire de district catholique de l'Est ontarien

LEAVE FOR PERSONAL REASONS

B.65.1 Each school year, on the first day of work, every member of the teaching staff shall be credited three (3) days of leave for personal reasons for the year in progress; these days may accumulate up to a maximum of six (6) days. However, no member of the teaching staff may take more than three (3) consecutive days.

B.65.2 If a member of the teaching staff must be absent for personal reasons, he or she may do so without loss of salary, in accordance with the provisions of clause B.65.1.

B.65.3 The member of the teaching staff must notify the school principal of this absence, in writing, as soon as possible. In circumstances where it is not possible to provide written notice, the member of the teaching staff may give notice orally and confirm the notice in writing upon returning to the school.

B.65.4 These special leave days cannot be used to extend a vacation, whether it be Christmas, winter break, Easter, summer vacation or a long weekend. However, in exceptional cases, after having considered the reason for the request, the responsible superintendent, or his/her delegate, may approve the teaching staff member's absence. The principal shall not accept an

SUBJECT TO ERRORS AND OMISSIONS

absence for serious personal reasons for to more than 5% of the school's teaching staff on any school day.

B.66 Conseil des écoles catholiques du Centre-Est

SPECIAL LEAVE

B.66.1 The Board shall grant a teacher up to four days of paid leave per school year for absences due to personal or family emergencies or, on prior approval by the teacher's immediate superior, to enable the teacher to attend an appointment with a professional, a medical appointment or an appointment for a valid personal reason that cannot be taken at any time other than during the school day, or to care for a member of the immediate family (mother, father, spouse, son or daughter) or accompany that member to a non-routine medical or dental appointment.

The Board shall grant up to one (1) of the above four (4) days for personal reasons provided written notice is submitted in advance. That day cannot be taken on a professional activity day or on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday.

B.60A Conseil scolaire catholique de district des Grandes Rivières

MISCELLANEOUS LEAVE

B.60A.1 Provided a request is made in advance to the Director of Education or the designated person, the Board may grant a teacher who holds a regular position up to five (5) days of leave for the following reasons:

- i. a serious (life-threatening) emergency or illness of the teacher's spouse, son, daughter, mother or father;
- ii. a medical appointment to accompany the teacher's spouse, son, daughter, mother or father; up to a maximum of one (1) school day per event, not including the additional day if the distance to be travelled exceeds 290 kilometres, shall be available for this purpose;
- iii. an examination related to professional teaching qualifications that cannot be scheduled for a time that does not fall on a work day; up to a maximum of one (1) half-day per school year shall be available for this purpose;
- iv. to attend a convocation at which a degree is to be conferred on the teacher or a member of the teacher's immediate family (spouse, son or daughter) if the ceremony is to be

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held during a work day; up to a maximum of one day per school year shall be available for this purpose; or

- v. a personal emergency, up to a maximum of one (1) day per school year if the activities cannot be scheduled for a time other than a working day.
- vi. For the reasons set out in paragraphs (a) and (b), a day may be added where the distance to be travelled in one direction exceeds 290 kilometres. The day in question must be taken only once and within the five (5) available days.

B.60A.2 PERSONAL DAY

B.60A.2.1 Provided a written request is submitted in advance to the school principal or the person responsible for supervision, as the case may be, any teacher who holds a regular position shall be granted one (1) paid personal day per school year on the following conditions:

- i. in the opinion of the school principal or the person responsible for supervision, the normal functioning of the school will not be compromised; and
- ii. except in exceptional circumstances, the day will not be granted if it is a professional development day or a parent-teacher meeting day.

B.60A.2.2 The eligibility calculation shall be made on the basis of proportionality between the teacher's work schedule and the school year, whether it involves a period corresponding to an unpaid leave day with the exception of statutory holidays, or a change of status in relation to the work schedule. A proportional value below 0.3 will annul any eligibility for a personal day or fraction thereof, and a value above 0.74 will result in the eligibility being equal to one (1) personal day.

B.60A.2.3 Subject to clause B.60A.2.2, if the day or fraction thereof is not used in a given school year, the unused day, or, in the case of part-time teachers, the fraction thereof, shall be credited to the teacher.

B.60A.2.4 Under no circumstances may teachers accumulate more than three (3) days of personal leave or fractions thereof.

B.60A.2.5 Any pay adjustment required in order to apply these provisions shall be made no later than the teacher's last paycheque.

LONG-TERM OCCASIONAL TEACHING STAFF

SUBJECT TO ERRORS AND OMISSIONS

C.1 Each school year, a long-term occasional teacher with any of the designated school boards may be absent without loss of salary for the reasons and number of days set out below in Part D.

C.2 A long-term occasional teacher who works part-time or is hired or assigned for part of a school year is entitled to the short-term paid leave referred to below in Part D, prorated to the time worked.

C.3 Any change to the assignment of the long-term occasional teacher during the school year must result in an adjustment of the number of allocated paid leave days.

PART D

D.56 Conseil scolaire public du Nord-Est de l'Ontario

D.56.1 Provided a request is made in advance, the Board shall, each school year, grant any occasional teacher, who does at least eighty-five (85) days of long-term occasional teaching, up to one (1) day or two (2) half-days of leave with pay, or, for an occasional teacher who does less than eighty-five (85) days of long-term occasional teaching, up to one (1) half-day of leave with pay, for the following reasons:

- (a) for personal reasons; these days must not be taken on a professional activity day, or on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- (b) to take an academic or professional certification examination during hours of work;
- (c) to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- (d) an illness in the immediate family (spouse, son or daughter) or of the teacher's mother or father;
- (e) for the observance of a religious holiday; or

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(f) for an emergency that prevents the teacher from reporting for work or from continuing to perform his or her duties.

D.57 Conseil scolaire public du Grand Nord de l'Ontario

Not applicable

D.58 Conseil scolaire Viamonde

RELIGIOUS OBSERVANCE

D.58.1 The Board may grant one (1) day of leave for religious observance purposes to a long-term occasional teacher.

D.59 Conseil des écoles publiques de l'Est de l'Ontario

SPECIAL LEAVE

D.59.1 The Board shall grant a long-term member up to four (4) days of leave with pay per school year for the following reasons:

- i. observance of a religious holiday;
- ii. an emergency that prevents the teacher from reporting for work; or
- iii. moving.

D.59.2 Such an authorized absence does not interrupt the continuity of the long-term assignment.

D.60B Conseil scolaire catholique Franco-Nord

PERSONAL LEAVE

D.60B.1 Provided a request is made in advance, the Board shall grant each long-term occasional teacher, the duration of whose assignments is at least ninety-five (95) days, one (1) day or two (2) half-days of personal leave with pay per school year, prorated to the teacher's teaching time. If a long-term occasional teacher has taken a day of personal leave before finishing the minimum period of ninety-five (95) days, and the assignment or assignments ultimately end without the attainment of ninety-five (95) days, the long-term occasional teacher shall reimburse the occasional teaching cost incurred by the Board for the leave day. In such event, the Board may withhold this amount from the long-term occasional teacher's pay.

SUBJECT TO ERRORS AND OMISSIONS

D.60B.2 This personal leave day must not be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday.

D.61 Conseil scolaire de district catholique du Nouvel Ontario

PERSONAL LEAVE

D.61.1 Each year, every long-term occasional teacher shall be credited one (1) day of personal leave, for the school year in progress, during any long-term occasional teaching assignment of twenty (20) days or more. The day in question must be used during a long-term occasional teaching assignment in the same school year, and is available only if requested in advance.

D.61.2 The day must not be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday, and the Board is not required to approve such leave if it falls on a professional activity day.

D.62 Conseil scolaire de district catholique des Aurores boréales

MISCELLANEOUS LEAVE

D.62.1 The Board shall grant each long-term occasional teacher up to four (4) days of leave with pay per school year, for the following reasons:

- i. for personal reasons; this day must not be taken on the day before or after Christmas, the day before or after winter break, or the day before or after any statutory holiday;
- ii. provided written notice has been submitted in advance, to take an academic or professional certification examination during hours of work;
- iii. provided written notice has been submitted in advance, to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- iv. for an illness in the immediate family (spouse, son, daughter, mother or father); or
- v. for an emergency that prevents the teacher from reporting for work or

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from continuing to perform his or her duties.

D.63 Conseil scolaire catholique Providence

MISCELLANEOUS LEAVE

D.63.1 Provided a request is submitted in advance by the occasional teacher on long-term assignment for a period of more than one hundred and ten (110) school days, the principal or delegate shall grant up to two (2) days of paid leave per school year for the following reasons:

- i. illness of a member of the immediate family (spouse, son or daughter) or of the mother or father; or
- ii. an examination related to professional teaching qualifications that cannot be scheduled for a time other than during a work day;

D.64 Conseil scolaire de district catholique Centre-Sud

PERSONAL LEAVE

D.64.1 The Board shall grant each long-term occasional teacher up to four (4) days of leave with pay per school year for the following reasons:

- i. provided written notice has been submitted in advance, to take an academic or professional certification examination during hours of work;
- ii. provided written notice has been submitted in advance, to attend a convocation at which a university degree is to be conferred on the teacher, or at which a university degree or college diploma is to be conferred on the spouse or a child of the teacher;
- iii. an illness in the immediate family (spouse, son or daughter) or of the teacher's mother or father; or

SPECIAL LEAVE

D.64.2 The Board shall grant long-term occasional teachers one day of paid leave per school year for absences due to personal or family emergencies.

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D.65 Conseil scolaire de district catholique de l'Est ontarien

PERSONAL LEAVE

D.65.1 A member of the qualified occasional teaching staff under a long-term contract shall be granted one day of personal leave per year.

D.65.2 A personal leave day counts toward the continuity of the teacher's long-term assignment.

D.66 Conseil des écoles catholiques du Centre-Est

SPECIAL LEAVE

D.66.1 The Board shall grant a long-term occasional teacher up to two days of paid leave per school year for absences due to personal or family emergencies or, on prior approval by the teacher's immediate superior, to enable the teacher to go to an appointment with a professional, a medical appointment or an appointment for a valid personal reason that cannot be taken at any time other than during the school day, or to care for a member of the immediate family (mother, father, spouse, son or daughter) or accompany that member to a non-routine medical or dental appointment.

D.60A Conseil scolaire catholique de district des Grandes Rivières

PERSONAL LEAVE

D.60A.1 A qualified occasional teacher who works for one hundred (100) consecutive days or more during one (1) long-term assignment is eligible for a personal leave day, for which he or she shall be remunerated at the end of the school year. The date of any such leave shall be determined by mutual agreement with the school principal.

D.60A.2 If the personal leave day is unused, its monetary value shall be paid at the end of the school year.

D.60A.3 The following formula shall be used to determine the amount of payment for the personal leave day: the assignment percentage, multiplied by the number of consecutive teaching days, divided by one hundred and ninety-four (194), multiplied by the daily pay rate.

SUBJECT TO ERRORS AND OMISSIONS

PART E. SHORT TERM LEAVE DAYS – OTHER THAN PARTS A, B, C, D

_____initials_____CAE_____AEFO_____Crown

E. 1 REGULAR TEACHERS

E.1.1 A regular teacher with any designated school board may be absent without loss of pay for the reasons and number of days set out below.

56 Conseil scolaire public du Nord-Est de l'Ontario

E.56.1 Inclement weather

E.56.1.1 In inclement weather, the teacher shall make reasonable efforts to report to his or her workplace. If the teacher is unable to report there on time, the teacher shall contact her or his immediate supervisor to confirm the delay or obtain permission to go to the nearest place of work. If the teacher does not comply with the foregoing procedure, the Board shall decide the issue of pay. If the school is closed by the Director of Education but students have arrived there, the school principal shall allow the teachers to leave the school only after the students have left.

E.56.1.2 A teacher who is unable to report for work due to road closures by police shall work from home after confirmation with her or his immediate supervisor.

57 Conseil scolaire public du Grand Nord de l'Ontario

E.57.1 SHORT-TERM PAID LEAVE

Not applicable

58 Conseil scolaire Viamonde

E.58.1 SHORT-TERM PAID LEAVE

Not applicable

59 Conseil des écoles publiques de l'Est de l'Ontario

E.59.1 SHORT-TERM PAID LEAVE

Not applicable

60B Conseil scolaire catholique Franco-Nord

SUBJECT TO ERRORS AND OMISSIONS

E.60B.1

Inclement weather

E.60B.1.1 The Board recognizes that weather conditions sometimes pose challenges for teachers who drive to work. In the rare cases where a teacher risks arriving late due to poor weather conditions, the teacher must notify her or his immediate superior and tell that person approximately when she or he will be arriving at work.

As a general rule, the Board expects teachers to make the necessary effort to arrive at the usual workplace, except under the following exceptional circumstances:

1. The schools or workplaces are officially closed under the authority of the Director of Education due to weather conditions.

In such an event, the school or workplace closure announcement shall be disseminated to the local radio stations and where possible, the immediate supervisor or her/his delegate shall directly contact the teachers affected by the closure. The teachers are not required to go to work and will be paid for the work day.

2. The schools or workplaces are open, but the roads used by the teacher to get to the teacher's usual workplace are closed under the authority of the Minister of Transportation or the competent police force, or one of these authorities issues a warning not to use those roads except in an emergency or where absolutely necessary.

In such an event, the teacher must

- i. notify the teacher's immediate supervisor, or that supervisor's delegate, that it is impossible for the teacher to get to her or his usual workplace, specifying the reasons for that impossibility;
- ii. go to the alternate school or workplace identified in advance on the form entitled "Liste d'écoles et de lieux de travail alternatifs pour les enseignantes et les enseignants en cas d'intempéries" [List of alternate schools and workplaces for teachers in the event of inclement weather] provided those places are accessible; if the teacher reports to the alternate school or workplace, the teacher shall be under the authority of that immediate supervisor or her/his delegate;
- iii. go to the usual workplace upon notice from the immediate supervisor, if that supervisor has confirmed with the competent authorities that the warning that was issued is no longer in force, and has consulted the manager in charge.

The teachers will be paid for this day of work.

3. The schools or workplaces, and the roads used by the teacher to get to work, are open, and neither the Ministry of Transportation nor the

SUBJECT TO ERRORS AND OMISSIONS

competent police force has issued a warning not to travel on the roads except in an emergency or when absolutely necessary, but the teacher chooses not to go to work.

In such an event, the teacher must:

- iv. notify the immediate supervisor or her/his delegate that the teacher is choosing not to go to work, specifying the reason for this;
- v. submit a form entitled "Rapport d'absence et d'autorisation de congé" [Absence and leave authorization report], specifying one of the following grounds:
 - (a) personal leave (depending on availability); or
 - (b) unpaid leave.

If the students are brought back home early by school bus due to the inclement weather, the school principal, in consultation with the responsible manager, may permit certain teachers to leave early due to considerations such as the distance to be travelled and the gravity of weather conditions in certain municipalities. This can be done provided the safety and well-being of the students are not put at risk.

61 Conseil scolaire de district catholique du Nouvel Ontario

E.61.1 SHORT TERM PAID LEAVE - OTHERS

Not applicable

62 Conseil scolaire de district catholique des Aurores boréales

E.62.1 Inclement weather

E.62.1.1 The Board is aware that weather conditions sometimes pose challenges to teachers who drive to work, and understands the seriousness of such challenges. In rare cases where a teacher risks arriving late due to poor weather conditions, the teacher must notify the supervisor responsible for the teacher promptly and tell that person approximately when he or she will be arriving at work.

E.62.1.2 As a general rule, the Board expects teachers to make the necessary effort to get to their workplace at the usual time, since the schools and the head office usually remain open.

E.62.1.3 However, under the following exceptional circumstances, the following directives apply:

SUBJECT TO ERRORS AND OMISSIONS

E.62.1.4 The Director of Education decides to officially close the schools or workplaces because of the weather conditions.

- i. In such an event, the decision to close the schools or workplaces is shared directly with the system principals and the school principals and vice-principals, who are responsible for communicating that decision to the teachers under their supervision.
- ii. Where possible, the responsible supervisor, or his/her delegate, directly contacts the teachers affected by the closure.
- iii. The teachers are not required to go to work and will be paid for the work day.

E.62.1.5 The schools or workplaces are open, but the roads used by the teacher to get to the teacher's usual workplace are closed by the Minister of Transportation or the competent police force, or one of these authorities issues a warning not to use those roads except in an emergency or where absolutely necessary.

In such an event:

- i. the teacher must notify his/her responsible supervisor or that supervisor's delegate that it is impossible for the teacher to get to her or his usual workplace, specifying the reasons for that impossibility;
- ii. the responsible supervisor confirms the status of the warning with the competent authorities, and then consults with the Director of Education or his/her delegate, and the decision that has been made is confirmed to the affected teachers; and
- iii. the teachers are paid for this day of work.

E.62.1.6 The schools or workplaces, and the roads used by the teacher to get to work, are open, and neither the Ministry of Transportation nor the competent police force has issued a warning not to travel on the roads except in an emergency or when absolutely necessary, but the teacher chooses not to go to work.

In such an event, the teacher:

- ii. upon returning to work, submits a form entitled "Demande d'autorisation de congé" [Leave authorization form], specifying one of the following grounds:
 - emergency leave (depending on availability);
 - personal leave (depending on availability); or
 - unpaid leave.

SUBJECT TO ERRORS AND OMISSIONS

E.62.1.7 If the students are sent home before the end of the school day because of inclement weather, the school principal, in consultation with the Director of Education or his/her delegate, may allow certain teachers to leave early due to considerations such as the distance to be travelled or the gravity of weather conditions in certain municipalities. This can be done provided the safety and well-being of the students are assured.

63 Conseil scolaire catholique Providence

E.63.1 SHORT TERM PAID LEAVE – OTHERS

Not applicable

64 Conseil scolaire de district catholique Centre-Sud

E.64.1 Inclement weather

E.64.1.1 In the event of inclement weather, the teachers are subject to the Board's policy.

65 Conseil scolaire de district catholique de l'Est ontarien

E.65.1 Leave for examination purposes

E.65.1.1 A member of the teaching staff who is absent from work in order to take an academic or professional certification examination during regular hours of work is entitled to be absent without loss of salary.

66 Conseil des écoles catholiques du Centre-Est

E.66.1 Head lice

E.66.1.1 If head lice has been confirmed, the Board may grant up to 24 hours of leave without loss of pay and without loss of accumulated sick leave, so that the teacher can obtain the treatment required by his or her condition.

60A Conseil scolaire catholique de district des Grandes Rivières

E.60A.1 SHORT-TERM PAID LEAVE – OTHERS

Not applicable

SUBJECT TO ERRORS AND OMISSIONS

PART F. _____ LONG-TERM OCCASIONAL TEACHERS

F.1 A long-term occasional teacher with any of the designated school boards is entitled to be absent without loss of salary for the reasons and the number of days set out below.

56 Conseil scolaire public du Nord-Est de l'Ontario

F.56.1 Inclement weather

F.56.1.1 If the students are sent home due to inclement weather, the occasional teacher must remain at the school. The teacher will receive his or her daily salary as though he or she had taught the entire day or part thereof as planned.

57 Conseil scolaire public du Grand Nord de l'Ontario

F.57.1 Inclement weather

F.57.1.1 If a long-term occasional teacher is required to work on a day that the school is kept closed due to a disaster or inclement weather, the teacher is paid for the assignment.

58 Conseil scolaire Viamonde

F.58.1 SHORT-TERM PAID LEAVE - OTHERS

Not applicable

59 Conseil des écoles publiques de l'Est de l'Ontario

F.59.1 SHORT-TERM PAID LEAVE - OTHERS

Not applicable

60B Conseil scolaire catholique Franco-Nord

F.60B.1 SHORT-TERM PAID LEAVE – OTHERS

Not applicable

61 Conseil scolaire de district catholique du Nouvel Ontario

F.61.1 Inclement weather

SUBJECT TO ERRORS AND OMISSIONS

F.61.1.1 If a long-term occasional teacher is required to work on a day that the school is kept closed due to a disaster or inclement weather, the teacher is paid for the assignment.

62 Conseil scolaire de district catholique des Aurores boréales

F.62.1 Inclement weather

F.62.1.1 If the students are sent home due to inclement weather, the occasional teacher must remain at the school. The teacher will receive his or her daily salary as though he or she had taught the entire day or part thereof as planned.

63 Conseil scolaire catholique Providence

F.63.1 Inclement weather

F.63.1.1 A qualified long-term occasional teacher called upon to work on a day when the school is kept closed because of a disaster or inclement weather will be paid for the assignment.

64 Conseil scolaire de district catholique Centre-Sud

F.64.1 Inclement weather

F.64.1.1 If a long-term occasional teacher is required to work on a day that the school is kept closed due to a disaster or inclement weather, the teacher is paid for the assignment.

F.64.1.2 In the event of inclement weather, long-term occasional teachers are subject to the Board's policy.

F.64.1.3 If, in inclement weather, a long-term occasional teacher is summoned to teach at a school and goes to that school, the teacher will be paid for a half-day of work. It is understood that the long-term occasional teacher will be assigned to all the pedagogical duties and other regular duties of the teacher that she or he is replacing.

65 Conseil scolaire de district catholique de l'Est ontarien

F.65.1 Inclement weather

F.65.1.1 In the event of inclement weather, equipment problems or essential service interruptions, a qualified member of the teaching staff hired on a long-term basis will be remunerated for the day, if and only if the teacher is present at work.

66 Conseil des écoles catholiques du Centre-Est

Not applicable

60A Conseil scolaire catholique de district des Grandes Rivières

Not applicable

PART G QUARANTINE LEAVE –

_____ initials _____ CAE _____ AEFO _____ Crown

Regular teachers and long-term occasional teachers

G.1 A teacher or long-term occasional teacher who is quarantined by order of the health authorities after having been exposed to a communicable disease is deemed to be on paid leave.

G.2 A long-term occasional teacher who is absent with permission pursuant to this section is deemed to be on paid leave for the duration of his or her assignment and, where applicable, for the duration of the extension thereof. Such an authorized absence does not interrupt the continuity of the long-term assignment.

PART H LEAVE FOR LEGAL DUTIES

Regular teachers and long-term occasional teachers

H.1 Where a teacher or long-term occasional teacher is absent from work for jury duty, or is summoned as a witness before a court or tribunal or has been required to appear before that court or tribunal for any case in which he or she is neither a party nor an accused, the teacher or long-term occasional teacher shall incur no loss of pay.

H.2 The teacher or long-term occasional teacher must provide the Board with a certificate signed by a representative of the court or tribunal, and attesting to the need for his or her presence.

H.3 A teacher or long-term occasional teacher who must be absent for jury duty or is summoned as a witness pursuant to clause H.1 shall pay the Board the allowances that he or she receives, except the travel and subsistence allowances.

SUBJECT TO ERRORS AND OMISSIONS

H.4 A long-term occasional teacher who is absent with authorization pursuant to this section is deemed to be on paid leave for the duration of his or her assignment and, where applicable, for the duration of the extension thereof. Such an authorized absence does not interrupt the continuity of the long-term assignment.

H.5 Notwithstanding the foregoing, where a teacher or long-term occasional teacher is absent from work in order to attend a case or trial in which he or she is involved, that teacher is on unpaid leave.

PART YBEREAVEMENT LEAVE

_____ initials _____ CAE _____ AEFO _____ Crown

Y.1 Regular teachers

Y.1.1 A regular teacher with any designated school board is entitled to leave without loss of pay under the circumstances and for the number of days set out below.

Conseil scolaire public du Nord-Est de l'Ontario

Y.56.1 COMPASSIONATE LEAVE

Y.56.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, sister, brother, son, daughter, mother-in-law, father-in-law, legal guardian or stepchild;
- ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.56.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

SUBJECT TO ERRORS AND OMISSIONS

Y.56.1.3 A teacher may defer one (1) day contemplated in this clause to attend the cremation or burial ceremony on a date subsequent to the funeral, provided the teacher notifies the supervisor.

Y.57 Conseil scolaire public du Grand Nord de l'Ontario

Y.57.1 COMPASSIONATE LEAVE

Y.57.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.57.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.57.1.3 A teacher may defer one day of the leave contemplated in this clause to attend a commemorative ceremony scheduled for a day subsequent to the funeral, provided the teacher notifies his or her supervisor before taking the leave.

Y.58 Conseil scolaire Viamonde

Y.58.1 BEREAVEMENT LEAVE

Y.58.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law or legal guardian;
 - ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-
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in-law, niece or nephew; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt or uncle; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

iv. A teacher may defer one (1) day contemplated in this clause to attend the cremation or burial ceremony on a date subsequent to the funeral, provided the teacher notifies his or her supervisor.

Y.58.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.59 Conseil des écoles publiques de l'Est de l'Ontario

Y.59.1 Compassionate leave

Y.59.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;

ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, boyfriend or girlfriend; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, niece or nephew; any person in respect of whom the teacher acted in a parental role; any person who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.59.1.2 In cases where the burial is held on a subsequent date, the teacher may defer one of the days contemplated in paragraph Y.59.1.1 in order to attend the ceremony.

Y.59.1.3 With the Board's consent, the teacher may, in view of special circumstances, extend the duration of the leaves contemplated in paragraph Y.59.1.1. Such an extension is considered unpaid leave.

Y.60B Conseil scolaire catholique Franco-Nord

SUBJECT TO ERRORS AND OMISSIONS

Y.60B.1 COMPASSIONATE LEAVE

Y.60B.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.60B.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.60B.1.3 If the burial must take place during the spring because the death occurred during the winter, the Board shall grant the teacher one of the days contemplated in clause Y.60B.1.1 so that he or she can attend the burial.

Y.60B.1.4 If a commemorative service is to be held beyond the number of days referred to in clause Y.60B.1.1, the Board shall grant the teacher one of the days contemplated in clause Y.60B.1.1 to attend the service.

Y.61 Conseil scolaire de district catholique du Nouvel Ontario

Y.61.1 BEREAVEMENT LEAVE

Y.61.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;

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ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.61.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.61.1.3 If the burial must take place during the spring because the death occurred during the winter, the Board shall grant the teacher one of the days contemplated in clause Y.61.1.1 so that he or she can attend the burial.

Y.61.1.4 If a commemorative service is to be held beyond the number of days referred to in clause Y.61.1.1, the Board shall grant the teacher one of the days contemplated in clause Y.61.1.1 to attend the service.

Y.62 Conseil scolaire de district catholique des Aurores boréales

Y.62.1 COMPASSIONATE LEAVE

Y.62.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.62.1.2 If the burial must take place during the spring because the death occurred during the winter, the Board shall grant the teacher one (1) of the days contemplated in clause Y.62.1.1 so that he or she can attend the burial.

Y.62.1.3 If a commemorative service is to be held beyond the number of days referred to in clause Y.62.1.1, the Board shall grant the teacher one (1) of the days contemplated in clause Y.62.1.1 to attend the service.

Y.62.1.4 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.63 Conseil scolaire catholique Providence

Y.63.1 COMPASSIONATE LEAVE

Y.63.1.1 The Board shall grant a teacher paid leave for absences resulting from the following events:

- i. five (5) school days of consecutive absence, or less, according to the teacher's request, upon the death of the teacher's mother, father, spouse, sister, brother, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. three (3) school days of consecutive absence, or less, according to the teacher's request, upon the death of the teacher's grandparent, grandchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt or uncle; the teacher's niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides;

Y.63.1.2 The compassionate leave commences immediately upon the death of the teacher's family member, as stipulated in clauses Y.63.1.1.i and Y.63.1.1.ii, and is deemed to end no later than seven (7) calendar days after the death of the said family member.

Y.63.1.3 If the burial must take place in the spring because the death occurred during the winter, one (1) of the days referred to in clause Y.63.1.1 may be taken at the time of the burial.

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Y.63.1.4 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.64 Conseil scolaire de district catholique Centre-Sud

Y.64.1 BEREAVEMENT LEAVE

Y.64.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. up to five consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. up to three consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one school day of absence to attend the funeral upon the death of any of the following persons: the teacher's aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.64.1.2 A teacher may defer one day contemplated in this clause to attend the cremation or burial ceremony on a date subsequent to the funeral, provided the teacher notifies his or her supervisor or school principal.

Y.64.1.3 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.65 Conseil scolaire de district catholique de l'Est ontarien

Y.65.1 COMPASSIONATE LEAVE

Y.65.1.1 The Board shall grant a teacher paid leave for absences resulting from the following events:

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- i. up to five consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, son or daughter; and the days are counted commencing on the date of the death;
- ii. up to three consecutive school days of absence to attend the funeral upon the death of the teacher's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or legal guardian; and the days are counted commencing on the date of the death; and
- iii. one school day to attend the funeral upon the death of the teacher's aunt, uncle, niece or nephew.

Y.65.1.2 In view of special circumstances, the Board may extend the duration of the absences contemplated in section Y.65.1.1. A member of the teaching staff may postpone one (1) day to which he or she is entitled under clause Y.65.1.1 to a later date for the cremation or burial, by providing the proof required by the Board, if the event is to take place on a day when classes are held.

Y.66 Conseil des écoles catholiques du Centre-Est

Y.66.1 BEREAVEMENT LEAVE

Y.66.1.1 A teacher is entitled to the following days of leave without loss of salary:

- i. up to five consecutive working days upon the death of one of the following members of his or her family: mother, father, spouse, son, daughter, brother, sister, spouse's mother, spouse's father, or legal guardian;
- ii. up to three consecutive working days of absence upon the death of one of the following persons: grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, anyone in respect of whom the teacher acted in a parental role, or anyone who acted in a parental role in relation to the teacher; and
- iii. a maximum of one day upon the death of one of the following persons: the teacher's aunt, uncle, niece or nephew; or a member of the teacher's Catholic religious community, as recognized by the Archdiocese of Ottawa, who was living with the teacher at the time of his or her death.

Y.66.1.2 One day of leave shall be granted if the teacher is a testamentary executor.

SUBJECT TO ERRORS AND OMISSIONS

Y.66.1.3 An extended leave may be granted under special circumstances, at the discretion of the appropriate Board superintendent.

Y.60A Conseil scolaire catholique de district des Grandes Rivières

Y.60A.1 BEREAVEMENT LEAVE

Y.60A.1.1 The Board shall grant a teacher paid leave for absences resulting from any of the following events:

- i. Up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian.
- ii. Up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- iii. One (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.60A.1.2 In view of special circumstances, the Board may grant an extension on the teacher's request. Such extended leave is unpaid.

Y.60A.1.3 In cases where the burial is to be held on a subsequent date, or where the teacher is a testamentary executor, the teacher may defer one (1) day for each of these situations referred to in clause Y.60A.1.1.

Y. 2 Long-term occasional teachers

Y.2.1 A long-term occasional teacher with any of the designated school boards is entitled to be absent without loss of salary under the circumstances and for the number of days stated below.

56 Conseil scolaire public du Nord-Est de l'Ontario

Y.56.2 BEREAVEMENT LEAVE

SUBJECT TO ERRORS AND OMISSIONS

Y.56.2.1 The Board shall grant an occasional teacher paid leave for absences resulting from any of the following events:

- i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law or legal guardian;
- ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the occasional teacher acted in a parental role or who acted in a parental role in relation to the occasional teacher; or any person with whom the occasional teacher resides.

Y.56.2.2 In view of special circumstances, the Board may grant an extension on the occasional teacher's request. Such extended leave is unpaid.

57 Conseil scolaire public du Grand Nord de l'Ontario

Y.57.2 COMPASSIONATE LEAVE

Y.57.2.1 Each eligible long-term teacher is entitled to be absent as follows without loss of salary, provided the person designated by the Board is notified:

- i. Up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian.
- ii. Up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- iii. One (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the long-term occasional teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom that teacher resides.

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Y.57.2.2 If the long-term occasional teacher has not completed the first ten (10) teaching days her or his assignment, she or he can be absent for the period referred to in subparagraphs Y.57.2.1 i., ii., and iii. if she or he requests unpaid leave. Although these days of absence do not interrupt employment, they do not count toward the accumulation of the ten (10) consecutive teaching days.

58 Conseil scolaire Viamonde

Y.58.2 BEREAVEMENTLEAVE

Y.58.2.1 During a long-term assignment, a qualified long-term occasional teacher shall incur no loss of salary for absences resulting from the following events:

i. up to five (5) consecutive school days upon the death of the teacher's mother, father, spouse, son, daughter, brother, sister, spouse's mother, spouse's father, legal guardian, stepson or stepdaughter; and

ii. up to three (3) consecutive school days upon the death of any of the following members of the qualified occasional teacher's family: aunt, uncle, niece, nephew, grandmother, grandfather, grandson, granddaughter, son-in-law or daughter-in-law.

iii. The teacher may defer one day contemplated in this clause to attend the cremation or burial ceremony on a date subsequent to the funeral that is within the teacher's long-term assignment, provided the teacher notifies her or his supervisor.

Y.58.2.2 The Board may grant an extension of the bereavement leave in exceptional circumstances. Such an extension is unpaid.

59 Conseil des écoles publiques de l'Est de l'Ontario

Y.59.2 Compassionate leave

Y.59.2.1 The Board shall grant a long-term member leave with pay for absences resulting from the following events:

i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;

ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, boyfriend or girlfriend; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the member's aunt, uncle, niece or nephew; any person in respect of whom the member acted in a parental role or who acted in a parental role in relation to the member; or any person with whom the member resides.

iv. In cases where the burial is to take place on a subsequent date, the teacher may defer one day contemplated in section Y.59.2.1 to attend the ceremony, if it is held during the same long-term occasional teaching assignment.

Y.59.2.2 With the Board's consent, in view of special circumstances, a member may extend the duration of the leaves contemplated in section Y.59.2.1. Such an extension is considered unpaid leave.

Y.59.2.3 Such an authorized absence does not interrupt the continuity of the long-term assignment.

60 Conseil scolaire catholique Franco-Nord

Y.60.2 COMPASSIONATE LEAVE

Y.60.2.1 Any long-term occasional teacher is entitled to the compassionate leaves specified below during the consecutive school days, without loss of or gain in pay, provided the principal concerned is notified of the death and the death occurs during a long-term instructional period:

- i. five (5) consecutive school days to enable the teacher to attend the funeral of a member of his or her immediate family (spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law or legal guardian);

ii. three (3) consecutive school days upon the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law, provided the occasional teacher attends the funeral; and

iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the occasional teacher acted in a parental role or who acted in a parental role in relation to the occasional teacher; or any person with whom the occasional teacher resides.

61 Conseil scolaire de district catholique du Nouvel Ontario

Y.61.2 BEREAVEMENT LEAVE

Y.61.2.1 Each long-term occasional teacher is entitled to be absent as follows without loss of salary, provided the person designated by the Board is notified:

a) up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;

b) up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and

c) one (1) school day of absence to attend the funeral upon the death of any of the following persons: his or her aunt, uncle, niece or nephew; any person in respect of whom the long-term occasional teacher acted in a parental role or who acted in a parental role in relation to the teacher; or any person with whom that teacher resides.

Y.61.2.2 In cases where the occasional teacher has not completed the first teaching days of his or her assignment according to the definition of long-term occasional teacher in the collective agreement, the occasional teacher is [may be] absent for the period referred to in clauses Y.61.1.1 a), b) and c) if she or he requests unpaid leave. This day or these days of absence are not considered an interruption in employment, but do not count toward the accumulation of the consecutive teaching days contemplated in the collective agreement for a long-term assignment, or toward experience credits.

62 Conseil scolaire de district catholique des Aurores boréales

Y.62.2 BEREAVEMENT LEAVE

SUBJECT TO ERRORS AND OMISSIONS

Y.62.2.1 The Board shall grant an occasional teacher paid leave for absences resulting from any of the following events:

- i. up to five consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. up to three consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one (1) school day of absence to attend the funeral upon the death of any of the following persons: the occasional teacher's aunt, uncle, niece or nephew; any person in respect of whom the occasional teacher acted in a parental role or who acted in a parental role in relation to the occasional teacher; or any person with whom the occasional teacher resides.

Y.62.2.2 In view of special circumstances, the Board may grant an extension on the occasional teacher's request. Such extended leave is unpaid.

63 Conseil scolaire catholique Providence

Y.63.2 BEREAVEMENT LEAVE

Y.63.2.1 A qualified occasional teacher is entitled to be absent from work without loss of remuneration, provided he or she immediately notifies his or her immediate supervisor:

- (a) five (5) consecutive school days, or less, according to the request of the qualified occasional teacher, upon the death of the teacher's spouse, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister or legal guardian;
- (b) three (3) consecutive school days, or less, according to the request of the qualified occasional teacher, upon the death of a grandparent, grandchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law; and
- (c) one (1) school day of absence to attend the funeral upon the death of any of the following persons: the qualified occasional teacher's aunt or uncle; his or her niece or nephew; any person in respect of whom he or she acted in a parental role or who

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acted in a parental role in relation to the teacher; or any person with whom the teacher resides.

Y.63.2.2 The compassionate leave commences immediately upon the death of the qualified occasional teacher's family member, as stipulated in clauses Y.63.2.1 (a) and (b), and is deemed to end no later than seven (7) calendar days after the death of that family member.

Y.62.2.3 If the burial must take place in the spring because the death occurred during the winter, one (1) of the days referred to in clause Y.63.2.1 may be taken at the time of the burial.

Y.63.2.4 In view of special circumstances, the Board may grant an extension of the leave on the qualified occasional teacher's request. Such extended leave is unpaid.

64 Conseil scolaire de district catholique Centre-Sud

Y.64.2 BEREAVEMENT LEAVE

Y.64.2.1 The Board shall grant a long-term occasional teacher paid leave for absences resulting from the following events:

- i. up to five consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;
- ii. up to three consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and
- iii. one school day of absence to attend the funeral upon the death of any of the following persons: the occasional teacher's aunt, uncle, niece or nephew; any person in respect of whom he or she acted in a parental role or who acted in a parental role in relation to him or her; or any person with whom the he or she resides.

Y.64.2.2 In view of special circumstances, the Board may grant an extension on the occasional teacher's request. The leave thereby extended is unpaid.

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Y.65.2 COMPASSIONATE LEAVE

Y.65.2.1 Any qualified occasional teaching staff member hired for the long term shall be granted three (3) days of paid leave upon the death of his or her husband or wife, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. These days are counted from the date of death.

Y.65.2.2 However, if the qualified occasional teaching staff member for the long term completes his or her day of work on the date of the death, he or she may be absent for up to three (3) consecutive calendar days starting from the following day.

Y.65.2.3 Any qualified long-term occasional teaching staff member hired for the long term shall be granted one (1) day of paid leave upon the death of his or her son-in-law or daughter-in-law.

Y.65.2.4 The Superintendent of Education may grant the teacher additional time if the reasons given are found to be adequate.

Y.65.2.5 Such leave counts toward the continuity of the teacher's assignment.

Y.66.2 BEREAVEMENT LEAVE

Y.66.2.1 Provided he or she notifies the Board, and in accordance with the prescribed terms, any full-time long-term occasional teacher who has completed the planned teaching days of his or her assignment in accordance with the definition of long-term teacher in the collective agreement may obtain leave for absences resulting from the following events:

a) five consecutive school days for the death of a member of his or her immediate family: spouse; child; or mother or father of the employee or the employee's spouse;

b) three consecutive school days for the death of a brother or sister of the employee or of the employee's spouse;

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c) one school day for the death of a grandparent, grandchild, son-in-law, daughter-in-law, stepbrother, stepsister, aunt or uncle of the employee or the employee's spouse; and

d) in the event of perceived abuse, the long-term occasional teacher must submit a certificate or proof of death in order to be eligible for payment for bereavement leave.

Y.66.2.2 A part-time long-term occasional teacher is entitled to bereavement leave, in accordance with paragraph Y.66.2.1, prorated to his or her assignment period.

Y.66.2.3 If the long-term occasional teacher has not completed the planned teaching days of his or her assignment according to the definition of long-term occasional teacher, he or she [may be] absent for the period referred to in subparagraphs Y.66.2.1 (a), (b) and (c) if he or she requests unpaid leave. [Intent added in square brackets following investigation.] This day or these days of absence are not considered an interruption in employment, but do not count toward the accumulation of the consecutive teaching days required in order for an assignment to become a long-term assignment.

Y.66.2.4 In cases where the assignment is subsequently confirmed to be long-term occasional teaching, the occasional teacher is remunerated for this day or these days of absence.

60A Conseil scolaire catholique de district des Grandes Rivières

Y.60A.2 BEREAVEMENT LEAVE

Y.60A.2.1 The Board shall grant paid leave to a qualified long-term occasional teacher, whose duration of assignment is at least forty (40) days, for absences resulting from the following events:

i. up to five (5) consecutive school days of absence to attend the funeral upon the death of his or her mother, father, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or legal guardian;

ii. up to three (3) consecutive school days of absence to attend the funeral upon the death of his or her grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law; and

iii. one (1) school day of absence to attend the funeral upon the death

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of any of the following persons: the qualified long-term occasional teacher's aunt, uncle, niece or nephew; any person in respect of whom he or she acted in a parental role or who acted in a parental role in relation to him or her; or any person with whom he or she resides.

Y.60A.2.2 Where the burial is held on a subsequent date, or the qualified long-term occasional teacher is acting as a testamentary executor, he or she may defer one (1) day for each of the situations contemplated in clause Y.60A.2.1.

XY.60A.2.3 Leave granted pursuant to this section does not interrupt the continuity of the assignment.

Y.60A.2.4 In view of special circumstances, the Board may grant an extension on the qualified long-term occasional teacher's request. The extended leave is unpaid but does not interrupt the continuity of the assignment.

PART Z. PARENTAL LEAVE – REGULAR TEACHERS

1. Preamble

Parental leave is subject to the provisions of the *Employment Standards Act* and the *Employment Insurance Act*.

2. Basic maternity leave

2.1 Eligibility

A female teacher who has been working at the school board for at least thirteen (13) weeks is entitled to seventeen (17) consecutive weeks of basic unpaid maternity leave.

2.2 Prior notice of commencement of leave

The teacher shall give the school board at least two (2) weeks' notice prior to the expected commencement date of the maternity leave. The notice must specify the date on which she expects to commence her leave and the date on which she expects to return to work.

For boards 56-57-58-59-64-65-66, the notice must include a medical certificate attesting to the pregnancy and stating the anticipated delivery date.

For boards 60a-60b-61-62-63, the notice must include a medical certificate or a certificate issued by a midwife or nurse practitioner attesting to the pregnancy and stating the anticipated delivery date. A certificate issued by a midwife is not sufficient to justify sick leave.

2.3 Date of early or deferred leave

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The teacher may move forward the scheduled maternity leave date if she notifies the school board at least two (2) weeks in advance of the new date. She may also postpone the commencement of the maternity leave if she notifies the school board in writing at least two (2) weeks prior to the date that the leave was to commence.

2.4 Notice period required for early leave

The notice period can be shorter if a certificate required under the terms of clause 2.2 attests that the teacher must leave her post earlier than anticipated.

2.5 Leaving without delay with exemption from notice requirement

In the event of unforeseen circumstances, the teacher is dispensed with the formality of notice, provided she submits to the school board the certificate required under the terms of clause 2.2.

2.6 Notice to shorten duration of leave

A teacher who wishes to shorten her maternity leave must notify the school board at least four (4) weeks before the date of her return.

2.7 Delivery later than anticipated date

If the birth takes place later than the anticipated date, the teacher is entitled to an extension of the basic maternity leave equal to the length of the delay, provided she notifies the school board at least four (4) weeks before the initially planned return date.

2.8 Modalities during leave

During basic maternity leave, the teacher

- accumulates seniority;
- accumulates experience credits for salary purposes;
- remains entitled to apply for posted positions;
- receives sick leave and long-term disability allocations;
- maintains her rights under the sick leave plan, the short-term disability plan and the short-term disability plan top-up;
- Benefits during leave

Until January 31, 2017, the Board agrees to pay, for the duration of the basic maternity leave, its share of the benefit plans in which the teacher was enrolled immediately before the leave, unless the teacher chooses not to be a member of those plans and notifies the Board accordingly in writing.

2.9 Position upon return from leave

SUBJECT TO ERRORS AND OMISSIONS

Subject to the provisions of this collective agreement, a teacher resumes her assignment at the same workplace upon returning from her basic maternity leave if the return from leave occurs during the subsequent school year, except by mutual agreement.

3. Parental or adoption leave

3.1 Eligibility for and duration of parental or adoption leave

3.1.1 A female teacher who has been working at the school board for at least thirteen (13) weeks and is the mother of a child is entitled to thirty-five (35) consecutive weeks of unpaid parental or adoption leave following the birth of her child, thirty-seven (37) consecutive weeks of unpaid adoption leave following the arrival of the child who is under her custody, care and supervision for the first time.

3.1.2 A male teacher who has been working at the school board for at least thirteen (13) weeks and is the father of a child is entitled to thirty-seven (37) consecutive weeks of unpaid parental or adoption leave following the birth of his child, or, in the case of an adoption, following the arrival of the child under his custody, care and supervision for the first time.

3.2 Prior notice of commencement of leave

The teacher shall give the school board at least two (2) weeks' notice prior to the expected commencement date of her leave, specifying the date on which she or he expects to commence the leave and the date on which her or she expects to return to work.

3.3 Commencement of early or deferred leave

The teacher may move forward the anticipated parental or adoption leave, provided he or she notifies the school board in writing at least two (2) weeks prior to the new date. The teacher may also defer the commencement of the parental or adoption leave provided he or she notifies the school board in writing at least two (2) weeks prior to the date on which the leave was expected to commence.

3.4 Notice to shorten duration of leave

A teacher who wishes to shorten his or her parental or adoption leave must notify the school board at least four (4) weeks before the date of her return.

3.5 Commencement of parental or adoption leave

3.5.1 A female teacher who works at the school board is entitled to thirty-five (35)

SUBJECT TO ERRORS AND OMISSIONS

consecutive weeks of unpaid parental leave following the birth of her child, immediately after her maternity leave, or, in the case of an adoption, to thirty-seven (37) consecutive weeks of unpaid adoption leave following the arrival of the child who is under her custody, care and supervision for the first time.

3.5.2 A male or female teacher who works at the school board and is the parent of a child is entitled to a maximum of thirty-seven (37) consecutive weeks of unpaid parental leave commencing on the birth of his or her child, or, in the case of an adoption, thirty-seven (37) consecutive weeks of unpaid adoption leave following the arrival of the child who is under his or her care, custody and supervision for the first time.

3.5.3 The thirty-five (35) weeks of parental leave or the thirty-seven (37) weeks of adoption leave must commence no later than fifty-two (52) weeks after the birth of the child or after the arrival of the child who is under his or her custody, care and supervision for the first time.

3.6 Modalities during leave

During the parental or adoption leave, the teacher:

- accumulates seniority;
- accumulates experience credits for salary purposes;
- remains entitled to apply for posted positions;
- receives sick leave and long-term disability allowances; and
- maintains his or her rights under the sick leave plan, the short-term disability leave plan and the short-term disability leave plan top-up.
- Benefits during leave

Until January 31, 2017, for the duration of the parental or adoption leave, the Board will pay its share of the benefit plans in which the teacher was enrolled immediately before the leave, unless the teacher chooses not to be enrolled in such plans and notifies the Board accordingly in writing.

3.7 Position upon return from leave

Subject to the provisions of this collective agreement [,] upon returning from basic maternity leave, a teacher resumes her assignment if she returns during the same school year, or returns to her position at the same workplace if she returns during the subsequent school year, except by mutual agreement.

3.8 Parental or adoption leave for both parents during the same period

SUBJECT TO ERRORS AND OMISSIONS

The school board shall grant parental or adoption leave to both parents during the same period if they request it in writing.

4. Extended parental or adoption leave

4.1 Commencement of leave, duration of leave and other modalities

For school boards 58-59-63-64-65, the school board shall grant teachers twenty-four (24) consecutive weeks of unpaid parental or adoption leave.

For school boards 56-57-60a-60b-61-62, the school board shall grant teachers eighteen (18) consecutive weeks of unpaid extended parental or adoption leave.

For school board 66, the school board shall grant teachers twelve (12) consecutive months of unpaid extended parental or adoption leave.

The extended parental or adoption leave must commence immediately after the end of the parental or adoption leave.

For school boards 59 and 66, the extended parental or adoption leave may be full-time or part-time. In the case of part-time leave, the terms and conditions of assignment are to be established by mutual agreement between the teacher and the board.

4.2 Notice of commencement of leave and return from leave

For extended parental or adoption leave, the teacher must give the board at least four (4) weeks' notice prior to the anticipated commencement date of the leave, specifying the date on which the teacher expects to commence the leave and the date on which he or she expects to return to work.

4.3 Modalities during leave

During extended parental leave, a teacher:

- accumulates seniority;
- does not accumulate experience credits for salary purposes;
- remains entitled to apply for posted positions;
- does not receive sick leave and long-term disability leave allocations; and
- cannot use his or her sick leave.

4.4 Position upon return from leave

SUBJECT TO ERRORS AND OMISSIONS

Subject to the provisions of the (local) collective agreement, upon returning from leave, the teacher shall go back to a position at his or her workplace.

5. Brief leave for childbirth or adoption

If a teacher's spouse gives birth or a teacher is a member of a couple that adopts a child, the school board shall grant the teacher paid leave, according to the rules below, to be taken at the time of the child's birth or return home.

For school boards 56, 57, 58, 60a, 60b, 61, 62, 63 and 64: two (2) days

For board 59 – three (3) days

For board 65 – four (4) days

For board 66 – five (5) days

For school boards 57, 58, 60A, 60B, 61, 62, 63 and 64, where both adoptive parents are teachers and they work for the same school board, only one of the two adoptive parents shall be entitled to leave under the present clause.

6. Interim assignment

A female teacher may request an assignment to different duties if

- she is pregnant, and her working conditions pose risks of infectious disease or a danger to her health or that of the child not yet born; or
- her working conditions pose a danger to the health of a child she is breastfeeding.

A teacher who wishes to be assigned to different duties on an interim basis must submit a medical certificate in support of her request. Following a consultation with the AEFO, a school board may transfer a teacher in order to fulfil such a request. At the end of such interim assignments, the teacher concerned returns to her regular position.

7. Supplemental Employment Benefit (SEB)

7.1 Maternity leave

Subject to the approval of Employment and Social Development Canada, the school board shall offer a plan that supplements employment insurance (EI) benefits for a teacher's seventeen (17) weeks of maternity leave.

SUBJECT TO ERRORS AND OMISSIONS

In order for this Supplemental Employment Benefit (SEB) to be payable, the teacher must submit to the school board the EI benefit warrant stub or any other document recognized by Employment and Social Development Canada which shows that the teacher has made an EI benefit claim.

7.1.1 Teachers eligible for EI benefits:

A teacher on eligible maternity leave shall receive 100% of her salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than six (6) weeks immediately following the birth of the child, subject to the provisions in Table X.

A teacher who requires longer than a six (6) week recuperation period shall have access to sick leave and the Short-Term Leave Disability Plan (STLDP) through the normal adjudication process.

The plan provides recipients with benefits that supplement EI benefits. The total amount of EI benefits, Supplemental Employment Benefits (SEB), and remuneration of any kind that the recipient can receive is not under any circumstances to exceed the percentage set out in Table X for each school board. The weekly gross salary is one fifty-second (1/52) of the gross annual salary that the teacher would receive if she were on duty during the leave period.

7.1.2 Teachers not eligible for employment insurance benefits:

A teacher who is not eligible for the Supplemental Employment Benefit (SEB) plan shall receive 100 % of the salary paid by her employer for a total of not less than eight (8) weeks, with no deduction from sick leave or STLDP.

A teacher who requires longer than an eight (8) week recuperation period shall have access to sick leave and the Short-Term Leave Disability Program through the normal adjudication process.

7.2 Adoption leave:

For school boards 59-60b-61-62-63-66: an eligible teacher on adoption leave shall have the benefit of the employment insurance benefit supplement plan. The plan is offered in accordance with the terms set out in article 7.1, with the necessary adjustments.

TABLE X

School	Supplemental Employment Benefit (SEB)
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SUBJECT TO ERRORS AND OMISSIONS

boards	
56	100% of gross weekly salary for six weeks
	95% of gross weekly salary for 11 other weeks
57	100% of gross weekly salary for six weeks
	95% of gross weekly salary for 11 other weeks
58	100% of gross weekly salary for six weeks
	75 % of gross weekly salary for 11 other weeks
59	100% of gross weekly salary for six weeks
	75% of actual gross earnings for 11 other weeks
60A	100% of gross weekly salary for six weeks
	75% of gross weekly salary for 11 more weeks
60B	100% of gross weekly salary for six weeks
	95% of gross weekly salary for 11 other weeks
61	100% of gross weekly salary for six weeks
	95% of gross weekly salary for 11 other weeks
62	100% of gross weekly salary for six weeks
	95% of gross weekly salary for 11 other weeks
63	100% of gross weekly salary for six weeks
	75% of gross weekly salary for 11 more weeks
64	100% of gross weekly salary for six weeks
	75% of gross weekly salary for 11 more weeks
65	100% of gross weekly salary for six weeks
	70% of gross weekly salary for 11 other weeks
66	100% of gross weekly salary for six weeks
	80% of gross weekly salary for 11 other weeks

PART ZZ PARENTAL LEAVE – LONG-TERM OCCASIONAL TEACHERS

1. Preamble

Parental leave is subject to the provisions of the *Employment Standards Act* and the *Employment Insurance Act*

SUBJECT TO ERRORS AND OMISSIONS

2. Supplemental Employment Benefit (SEB)

2.1 Maternity leave

Subject to the approval of Employment and Social Development Canada, the school board shall offer a benefit plan that supplements employment insurance (EI) benefits for a long-term occasional teacher's maternity leave. Short-term occasional teachers with daily casual assignments are not entitled to maternity benefits.

2.2 Eligibility

2.2.1 This clause applies to all school boards, except the Conseil scolaire public du Grand-Nord de l'Ontario (57), in the case of long-term assignments longer than four months. A long-term occasional teacher eligible for EI benefits shall receive 100% of her usual gross weekly salary through a Supplemental Employment Benefit (SEB) plan for the eight (8) weeks following the birth of her child, without deduction of sick leave or STLDP. Under no circumstances shall benefits continue beyond the end of the long-term assignment or the end of the school year.

2.2.2 In order for SEB to become payable where applicable, the long-term occasional teacher must submit to the school board the EI benefit warrant stubs or any other document recognized by Employment and Social Development Canada showing that the teacher made an EI benefit claim.

2.2.3 In the event of disqualification or disentitlement from EI benefits, the long-term occasional teacher shall receive one hundred percent (100%) of her usual gross weekly salary, paid by the school board, for the eight (8) week period following the birth of her child, without deduction of sick leave or STLDP. Under no circumstances shall benefits continue beyond the end of the long-term assignment or the end of the school year.

2.2.4 If some or all the eight (8) weeks fall within an unpaid period during the school year, the long-term occasional teacher shall be entitled to the unpaid remainder of the eight (8) week payment, starting on the first day after the unpaid period.

2.3 Recuperation period

A long-term occasional teacher who is on maternity leave and requires longer than an eight (8) week recuperation period shall have access to sick leave and the Short-Term Leave Disability Program through the normal adjudication process.

2.4 For the Conseil scolaire publique du Grand Nord de l'Ontario, the following provisions apply.

2.4.1 The Board offers long-term occasional teachers, on an assignment expected to last more than four (4) months, a Supplemental Employment Benefit plan for the seventeen (17) week basic maternity leave period, up until the date on which the long-term assignment ends or the end of the school year, whichever occurs first.

2.4.2 The plan provides recipients with benefits that supplement employment insurance (EI) benefits. The total amount of EI benefits, Supplemental Employment Benefits (SEB), and remuneration of any kind that the recipient can receive is not under any circumstances to exceed seventy-five percent (75%) of the teacher's usual gross weekly salary.

2.4.3 Notwithstanding clauses X.1.4.1.1 and X.1.4.1.2, during the six (6) weeks following the birth of her child, the total amount of Supplemental Employment Benefits (SEB) and any other remuneration that can be received by the recipient shall be equal to one hundred percent (100%) of her usual gross weekly salary, and this shall be paid until the end of the long-term assignment or the end of the school year, whichever comes first.

SUPPLEMENTAL BENEFITS DURING ABSENCES DUE TO WORK-RELATED ILLNESS OR INJURY

_____ initials _____ CAE _____ AEFO _____ Crown

I.1 Regular teachers

I.1.1 A regular teacher who is absent from work due to a work-related injury or illness and is eligible for loss of earnings (LOE) benefits from the Workplace Safety and Insurance Board (WSIB) shall receive from the Employer the equivalent of 100% of the gross salary that he or she was receiving at the time of the work-related injury or illness, for up to four years and six months starting from the first day of absence following the date on which the injury or illness arose.

I.2 Long-term occasional teachers

For school boards 56, 58 and 62:

A long-term occasional teacher who is absent from work due to a work-related injury or illness and is eligible for loss of earnings (LOE) benefits from the Workplace Safety and Insurance Board (WSIB) shall receive from the Employer the equivalent of 100% of the gross salary that he or she was receiving at the time of the work-related injury or illness, starting from the first day of absence following the date on which the injury or illness arose, for a period that may extend

SUBJECT TO ERRORS AND OMISSIONS

up to the end of the assignment.

J. VESTED LEAVE PLAN

_____ initials _____ CAE _____ AEFO _____ Crown

The following plan applies to regular teachers.

This plan has no impact on rights or eligibility under any other provision or practice pertaining to unpaid leave that were in force on August 31, 2014.

(a) No later than October 15, 2015, the school board shall disclose the 2014-2015 average annual absenteeism rate for regular teachers with the school board, by bargaining unit. This will include paid sick leave, short-term disability and other paid leave days, but will not include bereavement leave, leave for legal duties, quarantine leave, association leave, long-term disability or WSIB.

(b) For the 2015-2016 school year, every regular teacher whose absenteeism rate is equal to or lower than

i. the 2014-2015 bargaining unit average (calculated as described above in point a) less one (1) day, or

ii. seven (7) days,

whichever of i) and ii) is greater, will be entitled to a partially paid leave day (PPLD) to be reimbursed at the pay rate of short-term occasional teachers, and will have access to a voluntary unpaid leave day.

(c) Each subsequent year, the process described in a) and b) above shall take place with the necessary adjustments to the school year.

(d) The targets set out above in paragraph a) will be prorated for regular teachers who work less than 1.0 FTE.

SUBJECT TO ERRORS AND OMISSIONS

(e) The PPLD and voluntary unpaid leave under paragraph b) or c) may be accumulated up to a combined maximum of six (6) days.

(f) Two (2) vested PPLD may be combined to obtain one day of paid leave at full salary.

(g) In order to be eligible, part-time teachers, teachers hired after the school year has begun, and teachers returning after WSIB or long-term disability leave, must have worked at least ninety-seven (97) days within the school year. In such an event, the amount obtained in the calculation set out in paragraphs (b) and (c) is prorated to the number of days worked as a portion of the number of school days in the year.

(h) On October 15 of the applicable year, the AEFO bargaining unit shall be informed of the average absenteeism rate, by bargaining unit. The regular teachers will be informed of their own absenteeism rate and their eligibility in accordance with points b) through f).

(i) Teachers who wish to take one or more days of leave must give at least twenty (20) calendar days' written notice of the days requested.

(j) Access to leave days is available at any time during the school year.

(k) Leave days will not be refused if they are consistent with the reasonable needs of the schools and the system. The following list, while not exhaustive, sets out some reasons for which a request can reasonably be refused:

- a. Evening with parents (e.g. report cards, or evening information sessions at the beginning of the school year).
- b. The proportion of requests within a single school or the system as a whole is too high.
- c. It is not possible to replace the teacher.
- d. It is the first day of the school year or semester.
- e. It is a provincial assessment day.

(l) The teacher and the AEFO unit will be informed, in writing, of the reason for the refusal.

(m) It is understood that teachers who take one or more days of leave must plan appropriate work for each of their classes, and the other ordinary teaching and evaluation duties, including report card preparation, must be performed.

(n) The school board will communicate the leave days to the bargaining unit along with the names of the requesters and the total number of approvals per year.

- (o) Once confirmed, the leave days are irrevocable, meaning that they cannot be revoked by the teacher or by the school board, except by mutual consent.
- (p) Request for leaves day will be dealt with on a first come, first served basis.
- (q) A request for a day of leave on a professional development day will not be refused.
- (r) The leave days can be combined with other days of leave contemplated in the collective agreement (such as personal leave or other leave allowed by the collective agreement).
- (s) All written requests for days of leave will be handled by the school board, and a written response to such requests will be provided within ten (10) calendar days.

CX.XX PAY- OCCASIONAL TEACHING STAFF

_____ initials _____ CAE _____ AEFO _____ Crown

X.1 QUALIFICATION EVALUATION PLAN

X.1.1 For the purposes of salary category placement, the Board recognizes Certificates of Qualification issued by the Qualifications Evaluation Council for QECO Program 4 or 5 and the "Plan de l'AEFO - Certification 84."

X.1.2 For occasional teachers who hold a Transitional Certificate of Qualification and Registration, the Board will recognize statements of evaluation issued by the QECO.

X.2 CHANGE OF CATEGORY

X.2.1 A qualified occasional teacher who, before December 31, submits the required proof confirming that he or she is entitled to be in a higher salary category on the first work day of the school year in progress, shall obtain a salary adjustment retroactive to that first day.

X.2.2 An occasional teacher who, before April 30, submits the required proof confirming that he or she is entitled to be in a higher salary category on January 1, shall obtain a salary adjustment retroactive to January 1 of the school year in progress.

X.2.3 In the event of unforeseeable delay in receiving university transcripts or issuing the required statements, the Board may extend the dates prescribed in clauses X.2.1 and X.2.2.

X.2.4 If an acknowledgment of receipt from the QECO is submitted to the Board no later than the dates prescribed by clauses X.2.1 and X.2.2, the retroactive salary adjustment referred to in

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those clauses shall be made upon submission of the required proof confirming the teacher's entitlement.

X.3 REMUNERATION – SHORT-TERM OCCASIONAL TEACHERS

Note to parties:

X.3.1 The rates of pay and relevant terms in force on August 31, 2014 in each collective agreement for short-term occasional teachers will be incorporated into the central agreement, subject to the negotiated increase (see the clauses below.)

X.4 REMUNERATION – LONG-TERM OCCASIONAL TEACHERS

Note to parties:

X.4.1 The pay rates, salary grids and relevant terms in force on August 31, 2014 in each collective agreement for long-term occasional teachers will be incorporated into the central agreement, subject to the negotiated increase (see clauses below.)

The following additional clauses will be incorporated into the central agreement:

56 Conseil scolaire public du Nord-Est de l'Ontario

56.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

56.3.1 The daily pay rate of a short-term occasional teacher is calculated by taking the annual salary of category A2-0 from the salary grid in force for regular teachers, dividing it by 194, and increasing the result by a factor calculated as follows:

- Subtract the salary in the grid for category A2, step 0, from the salary in the grid for category A2, step 1, and multiply the result by 0.4.

56.3.2 The pay rate of a short-term occasional teacher who teaches less than a full day shall be prorated to the time taught, but under no circumstances is the teacher to be paid for less than one half-day.

56.3.3 Vacation and statutory holiday pay

SUBJECT TO ERRORS AND OMISSIONS

The short-term occasional teacher's daily rate includes four percent (4%) vacation pay and four percent (4%) for statutory holidays.

56.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

56.4.1 During a long-term assignment, an occasional teacher shall receive a salary in accordance with the salary grids in effect for regular teachers.

56.4.2 The daily pay rate of an occasional teacher on long-term assignment is calculated by taking the teacher's annual salary according to his or her category, at the appropriate step, and dividing it by 194.

56.4.3 An occasional teacher with a Letter of Permission is deemed to be qualified for the purpose of section 56.4. The teacher's salary for long-term occasional teaching is determined based on category A1-0 of the salary grid in force.

Vacation and statutory holiday pay

The daily rate of a long-term occasional teacher includes four percent (4%) vacation pay and four percent (4%) for statutory holidays.

57 Conseil scolaire public du Grand Nord de l'Ontario

57.3 REMUNERATION OF SHORT-TERM OCCASIONAL TEACHERS

57.3.1 A short-term occasional teacher shall be paid for each day of work in accordance with the following formula:

- (category A2 year 0) / 194

57.3.2 The daily pay of a short-term occasional teacher includes an amount in lieu of annual leave, benefits, statutory holidays and vacation pay.

57.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

57.4.1 A long-term occasional teacher shall be paid for each day of work in accordance with the following formula:

- (annual salary according to the grid for regular teachers in force at the time of the

SUBJECT TO ERRORS AND OMISSIONS

occasional teaching assignment) / 194

57.4.2 The Board pays a fixed annual allowance of \$2,148 to every long-term occasional teacher who accepts an assignment in Longlac, Manitouwadge, Marathon, Wawa or Dubreuilville. The isolation allowance for a long-term occasional teacher who commences his or her employment after the school year has begun, and for a part-time long-term occasional teacher, is calculated on a prorated basis.

57.4.3 A long-term occasional teacher who holds or is deemed to hold a Letter of Permission issued by the Ministry of Education of Ontario shall be paid in accordance with the formula set out in clause 57.4.1, using the minimum for category A1 in the salary grid in force.

57.4.4 Starting on the eleventh (11th) consecutive day of a same assignment, a long-term occasional teacher shall be paid for each day of work in accordance with the following formula:

(annual salary according to the grid for regular teachers in force at the time of the occasional teaching assignment) / 194

58 Conseil scolaire Viamonde

58.3 REMUNERATION OF SHORT-TERM OCCASIONAL TEACHERS

58.3.1 The daily rate of a qualified occasional teacher who is a member in good standing of the Ontario College of Teachers and is working on a short-term occasional teaching assignment is 1/200 of category A2 - 0 in the salary grid in effect for regular teachers.

58.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

58.4.1 For long-term assignments, a qualified occasional teacher shall receive a daily rate calculated based on the salary scale applicable to the bargaining unit of the Board's regular teachers. To determine the daily rate, the annual salary is divided by 194 days or by the number of class days determined by the Ministry of Education of Ontario pursuant to the school year regulation. The pay for a part-time long-term assignment shall be prorated to the daily rate based on the percentage of full assignment worked.

58.5 Vacation pay

The pay to which this section applies includes an amount equivalent to 8% for annual leave and statutory holiday pay.

SUBJECT TO ERRORS AND OMISSIONS

59 Conseil des écoles publiques de l'Est de l'Ontario

59.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

59.3.1 Qualified full-time short-term members are paid a daily rate calculated as follows:

- Divide the A1-0 salary in the grid for the Board's regular teachers by 226.

59.3.2 These rates include 4% pay in lieu of annual leave pay and any pay in lieu of statutory holidays, benefits and other entitlements.

59.3.3 The salary of a member on part-time assignment is prorated to the assignment.

59.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

59.4.1 For qualified full-time long-term members, the salary grid applicable as of the first day of their long-term assignment is the grid in force for regular teachers.

59.4.2 All rates include 4% annual leave pay and any compensation for statutory holidays, employee benefits and other benefits.

60B Conseil scolaire catholique Franco-Nord

60B.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

60B.3.1 A short-term occasional teacher is paid as follows for each day of work: the annual salary for category A1-0 in the grid in force for regular teachers at the time of the assignment is divided by 194.

60B.3.2 The daily pay of a short-term occasional teacher includes an amount for annual leave, employee benefits, statutory holidays, vacation pay and other benefits.

60B.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

60B.4.1 During a long-term assignment, a qualified occasional teacher's salary shall be based on the pay scale in force for regular teachers.

60B.4.2 The daily pay rate of a qualified occasional teacher on long-term assignment is calculated by dividing the annual salary of his or her category, at the appropriate step, by 194 or by the number of school days determined by the Ministry of Education of Ontario pursuant to the school year regulation.

SUBJECT TO ERRORS AND OMISSIONS

60B.5 An occasional teacher with a Letter of Permission is deemed to be qualified for the purpose of section 60.4. The teacher's salary long-term teaching is determined using the minimum for category A-1 of the salary grid in force at the time that the teacher is teaching, or based on the certificate of qualifications issued by the Qualifications Evaluation Council of Ontario, in accordance with the provisions of clause X.1 of this collective agreement.

61 Conseil scolaire de district catholique du Nouvel Ontario

61.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

61.3.1 A short-term occasional teacher is paid as follows for each day of work: the annual salary for category A2-0 in the grid in force for regular teachers at the time of the assignment is divided by 194.

61.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

61.4.1 A long-term occasional teacher shall be paid in accordance with his or her salary category and years of experience using the salary grid in force at the time of the assignment for regular Board teachers.

61.4.2 A long-term occasional teacher who holds a Letter of Permission issued by the Ministry of Education of Ontario shall be paid based on the minimum for category A1 in the salary grid for regular Board teachers in force at the time of the assignment.

Any salary adjustments are retroactive to the date of approval of the Letter of Permission by the Ministry of Education.

62 Conseil scolaire de district catholique des Aurores boréales

62.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

62.3.1 The daily salary rate of a short-term occasional teacher calculated by taking the annual salary for category A2-0 from the salary grid in force for regular workers, and dividing it by 194.

62.3.2 The pay rate of a short-term occasional teacher who teaches less than a full day shall be prorated to the time taught, but under no circumstances is the teacher to be paid for less than one half-day.

62.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

62.4.1 During a long-term assignment, an occasional teacher's salary shall be
SUBJECT TO ERRORS AND OMISSIONS

based on the salary grid in force for regular teachers.

62.4.2 The daily pay rate of an occasional teacher on long-term assignment is calculated by taking the teacher's annual salary for his or her category, at the appropriate step, and dividing it by 194.

62.5 Vacation and statutory holiday pay

62.5.1 The daily rates of short-term and long-term occasional teachers include 4% for vacation pay and 4% for statutory holidays.

63 Conseil scolaire catholique Providence

63.1 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

63.3.1 Qualified occasional teachers on short-term assignment are paid in accordance with the salary grid in force for regular teachers, as follows:

- Annual salary according to grid for A1-0 / 195.93 = daily pay

63.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

63.4.1 Qualified occasional teachers on long-term assignment are paid in accordance with the salary grid in force for regular teachers.

63.4.2 The daily pay of qualified occasional teachers on long-term assignment is calculated based on the number of school days in the school year. The following formula shall be used for the calculation:

$$\frac{\text{Annual salary according to salary grid}}{\text{Number of days in school year}} = \text{Daily pay}$$

64. Conseil scolaire de district catholique Centre-Sud

64.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

64.3.1 For each day of work, qualified short-term occasional teachers shall be paid at a rate of 1/203.28th of category A1-0 from the salary grid in force for regular teachers.

64.3.2 The daily rate of pay for qualified short-term occasional teaching staff includes an amount for annual leave, employee benefits and statutory holidays.

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64.3.3 Non-qualified short-term occasional teachers shall be paid the following rate for each day of work:

- No university degree: 75% of the daily rate for qualified occasional teachers

- University degree: 90% of the daily rate for qualified occasional teachers

64.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

64.4.1 Qualified long-term teachers shall be paid according to the salary grids in force for regular teachers.

64.4.2 The pay received by qualified long-term occasional teachers shall take into account any changes made to the collective agreement salary grids for regular teachers.

64.4.3 A long-term occasional teacher whose assignment is shorter than four months shall receive, in lieu of benefits, an additional four dollars per teaching day in a long-term teaching position.

64.4.4 Non-qualified occasional teachers with no university degree are placed at the appropriate step in category A0 of the grid applicable to regular teaching staff.

64.4.5 Non-qualified occasional teachers with a university degree are placed at the appropriate step in category A1 of the grid applicable to regular teaching staff.

Conseil scolaire de district catholique de l'Est ontarien

65.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

65.3.1 Short-term occasional teaching staff are paid at the following rates, prorated to time worked, for each day of work:

- one two hundred and tenth (1/210) of category A1, year 0 of the salary grid in force that is contained in the collective agreement between the Conseil scolaire de district catholique de l'Est ontarien and the elementary teacher members of the Association des enseignantes et des enseignants franco-ontariens - unité Est catholique.

65.3.2 The daily pay for qualified short-term occasional teaching staff includes pay for annual vacations, benefits and statutory holidays.

65.3.3 Any hourly paid home teacher or ALF / PDF teacher is paid 1/5 of the daily rate set out
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in section 65.3.1 above.

65.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

65.4.1 The salary grids for qualified teaching staff hired on a long-term basis are the same ones in force that are contained in the collective agreement between the Conseil scolaire de district catholique de l'Est ontarien and the elementary teacher members of the Association des enseignantes et des enseignants franco-ontariens - unité Est catholique.

65.4.2 The daily pay rate for qualified occasional teaching staff on long-term assignment is calculated by taking the annual salary and dividing it by one hundred and ninety-four (194) or the number of school days as determined by the Ministry of Education, and includes pay for annual leave and statutory holidays.

65.4.3 A qualified long-term occasional teaching staff member hired for a number of days greater than that required to be a long-term assignment shall receive, starting on the day after that required number of days, in lieu of benefits, an additional \$4.00 per teaching day, prorated to his or her assignment.

Conseil des écoles catholiques du Centre-Est

66.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

66.3.1 For each day of work, a qualified short-term teacher shall be paid an amount equal to one two hundred and thirty-second (1/232) of category A1, year 0, of the salary grid for regular elementary teachers that is in effect at the time.

66.3.2 The daily pay for qualified short-term occasional teachers includes pay for annual vacations, benefits and statutory holidays.

66.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

66.4.1 The salary grids for qualified long-term teachers are the same ones applicable to regular elementary teachers for the school year in progress.

66.4.2 Subject to his or her salary category, as determined under the terms of clause X.1.1, the daily pay rate of a qualified long-term occasional teacher is calculated as follows:

- the annual salary resulting from the salary grid for regular teachers during the school year in progress, divided by the number of class days in the school year.

i. The daily received by qualified long-term occasional teachers includes pay for annual leave and statutory holidays.

ii. A long-term occasional teacher shall receive an additional \$4.18 per day of teaching in a long-term occasional position as pay in lieu of benefits.

66.5 REMUNERATION - NON-QUALIFIED OCCASIONAL TEACHERS

66.5.1 A non-qualified short-term occasional teacher shall be paid a rate of \$132.44 for each day of work.

66.5.2 The daily pay of a non-qualified occasional teacher includes pay in lieu of annual leave, benefits and statutory holidays.

66.5.3 The daily pay rate of a non-qualified long-term occasional teacher is calculated as follows:

- the annual salary at category A0, year 0, resulting from the regular teachers' salary grid for the school year in progress is divided by the number of class days within the school year.

66.5.4 The daily pay for non-qualified long-term occasional teachers includes pay in lieu of annual leave and statutory holidays.

60A Conseil scolaire catholique de district des Grandes Rivières

60A.3 REMUNERATION -- SHORT-TERM OCCASIONAL TEACHERS

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60A .3.1 The daily pay for any full-time or part-time short-term occasional teaching shall be the base daily salary (zero years of experience) in category A1 for a qualified occasional teacher, and the minimum at category A for a qualified occasional teacher working pursuant to a Letter of Permission, in accordance with the salary grid for regular teachers in effect at the time of the teaching assignment, and prorated to the assignment time.

60A .3.2 Part-time - elementary

60A.3.2.1 The daily pay of a qualified short-term occasional teacher assigned one-quarter of a day of work or less is 25% of the appropriate daily rate.

60A.3.2.2 The daily pay of a qualified short-term occasional teacher assigned one-half of a day of work or less is 50% of the appropriate daily rate.

60A.3.2.3 The daily pay of a qualified short-term occasional teacher assigned more than one-half day, but no more than three-quarters of a day, is 75% of the appropriate daily rate.

60A.3.2.4 Daily pay cannot exceed 100% of the daily rate.

60A .3.3 Part-time - secondary

60A.3.3.1 The daily pay for a qualified short-term occasional teacher is 25% of the daily rate per 75-minute occasional instructional period.

60A.3.3.2 Daily pay cannot exceed 100% of the daily rate.

60A.4 REMUNERATION -- LONG-TERM OCCASIONAL TEACHERS

60A.4.1 Any full-time or part-time long-term occasional teaching for the same qualified occasional teacher shall be paid retroactively, with effect from the first day of occasional teaching, at the daily salary corresponding to the teacher's category and experience, in accordance with the salary grid for regular teachers in force at the time of the teaching, and prorated to the assignment time.

60A.4.2 Part-time – elementary

60A.4.2.1 Notwithstanding clauses 60A.3.2.1, 60A.3.2.2, 60A.3.2.3 and 60A.3.3.2 above, the daily pay for a qualified long-term occasional teacher is prorated to the ratio between the assignment time and 300 minutes of teaching.

60A.4.2.2 Daily pay cannot exceed 100% of the daily rate.

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60A.4.3 Part-time – secondary

60A.4.3.1 The daily pay for a qualified long-term occasional teacher is 33% of the daily rate per period of occasional teaching.

60A.4.3.2 Daily pay cannot exceed 100% of the daily rate.

60A.5 Notwithstanding clauses 60A.3.3.1, 60A.3.3.2, 60A.4.3.1 and 60A.4.3.2 above, the daily pay for a qualified short-term or long-term occasional teacher is prorated to the assignment time as a percentage of 300 minutes of teaching.

60A.6 A qualified long-term occasional teacher who is not receiving a pension from the Ontario Teachers' Pension Plan and who is working full-time or part-time shall receive, starting on the day he or she attains the number of days constituting a long-term assignment, a 4.1139% increase in his or her daily rate in lieu of employee benefits, until the end of each school year, for as long as the qualified occasional teacher is in any long-term position.

60A.7 For the purposes of this section, the daily pay for a qualified occasional teacher includes vacation pay and statutory holiday pay.

60A.8 For the purposes of this section, a school year comprises 194 days or the number of school days determined by the Ministry of Education pursuant to the school year regulation.

60A.9 Home instruction

60A.9.1 Any qualified occasional teacher whose services are retained for home instruction shall be paid in accordance with the following terms and conditions:

60A.9.1.1 Qualified occasional teacher with less than five (5) years of teaching experience

Hourly rate: 1/1000 of hourly salary paid at category A1(0) of the salary grid in force

60A.9.1.2 Qualified occasional teacher with five (5) years of teaching experience or more

Hourly rate: 1/1000 of the annual salary paid at category A1(2) of the salary grid in force

K RETIREMENT GRATUITIES AND VOLUNTARY EARLY PAYOUT PLAN

SUBJECT TO ERRORS AND OMISSIONS

1. Effective August 31, 2012, sick leave days accumulated by teachers eligible for a retirement gratuity (pursuant to the Memorandum of Understanding of 2012 between AEFO and the Government) are credited, subject to the maximum number of qualifying days under the terms of the retirement gratuity plan.
2. A teacher eligible for a retirement gratuity on account of sick leave credits in accordance with clause 1 above, who has notified the school board no later than May 31, 2016, that he or she intends to participate in the voluntary early payout plan without retiring, shall receive a payout of his or her gratuity no later than August 31, 2016, in accordance with the following terms and conditions:
 - a) teachers younger than fifty-eight (58) years of age on June 30, 2016, shall receive a payout equivalent to the present discounted value of clause 1 above, calculated using a discount rate of 7.87% and an average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
 - b) the payout to teachers who have reached the age of fifty-eight (58) on June 30, 2016, shall be equivalent to the present discounted value of the amount obtained in paragraph a) above, discounted by 2%.
3. The school board shall provide the teachers the data on which the calculation of the amount is based, and shall ask teachers for a confirmation that the data are accurate.

L. WELCOMING OF STUDENTS

- L.1 A teacher responsible for teaching the first class of the day shall be available to receive students in the classroom five (5) minutes before that class begins.
- L.2 A teacher responsible for teaching the first class of the afternoon shall be available to receive students in the classroom five (5) minutes before that class begins.
- L.3 Such time shall not be considered supervision or instructional time. Any other supervisory duty assigned on a formal supervision schedule during this period, such as bus duty, hall duty or yard duty, shall be considered supervision time.

SUBJECT TO ERRORS AND OMISSIONS

M SUPERVISION OF STUDENTS - ELEMENTARY LEVEL

1. Supervisory duties are determined by the school principal, subject to the terms and conditions of the school-level advisory committees, in accordance with the following criteria:

- flexibility by the Board that will ensure school safety; and
- equitable distribution of supervisory duties according to time and to the nature of the duties in the school.

2. For the purposes of applying the present clause, and subject to clause 3, the school principal shall respect the following principles regarding the equitable distribution of supervisory duties according to nature:

2.1 Teachers within a school shall supervise on an alternating basis during the following time slots and in the following places:

Time slots:

- a) Schools on a regular schedule:
- Arrival of students
 - Morning recess
 - Lunch break
 - Afternoon recess
 - Departure of students
- b) Schools on a balanced school day
- Arrival of students
 - First break
 - Second break
 - Departure of students

Places:

- Inside
- Outside

2.2 For greater clarity, all supervisory duties inside the school in a given time slot are equivalent in nature. Similarly, outside the school, all supervisory duties in a given time slot are equivalent in nature.

2.3 Notwithstanding clause 2.1, during local bargaining, the school board and AEFO may negotiate a number of time slots that is different from the number specified in that clause.

3. It is understood that, in certain exceptional cases involving the safety and well-being of students, it might be necessary to assign a minimum number of teachers during a certain time period or to certain supervisory duties.

4. The principal presents the draft annual supervision schedule to the school-level advisory committee at the beginning of September, and provides, as needed, the necessary explanations regarding the application of clause 3. If the school is on a semestered schedule, a draft schedule is submitted for each semester.

5. The school principal takes the committee members' suggestions into account before finalizing the schedule. It is then posted in the school and distributed to each teacher no later than September 30.

6. The school board shall send the bargaining unit the supervision schedules no later than September 30. Schedules changed during the school year shall also be sent to the bargaining unit.

7. No later than October 31, the school board shall provide the bargaining unit with the board's supervision average for the school year in progress. If the school board has semestered schools, it shall provide the bargaining unit with the board's supervision average again, no later than February 28.

8. Notwithstanding clause 4, any teacher may inform the local bargaining unit of an problem concerning equitable workload distribution.. Where it sees fit, the local bargaining unit shall inform the human resources department of the problem and provide all the information available to enable the department to perform the necessary follow-up. Within ten (10) school days after the bargaining unit has provided the information, a discussion shall be held between the school board and the AEFO to address the matter. If no satisfactory agreement or solution can be reached, the AEFO may launch the central dispute resolution process.

9.1 The Board may assign supervision to teachers during lunch or mealtime. The distribution of lunch or meal break supervision duties between teachers within a school must be done equitably over a 20-day instructional cycle as follows:

9.1.1 No more than thirty (30) minutes per five-day instructional cycle, or sixty (60) minutes per ten-day instructional cycle.

9.1.2 To the extent possible, the supervision contemplated in clause 8.1 shall be assigned in blocks of fifteen (15) or twenty (20) consecutive minutes, depending on the duration of the lunch or meal break.

9.1.3 The supervision schedule shall be examined by the school-level advisory committee.

9.2 Notwithstanding clause 9.1, for school boards 58, 63 and 64, teachers may be assigned

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to supervise students when the safety and well-being of students warrant.

10 The supervisory assignments of part-time teachers shall be adjusted in proportion to the time of their assignment.

11. If the school's supervision schedule is based on a cycle shorter or longer than five (5) teaching days, the standards set out in clauses 8 and 15 shall be adjusted so they are in keeping with the prescribed proportions.

12 For the Conseil scolaire de district catholique Centre-Sud, an emergency schedule (contingency plan) shall be distributed to the staff to ensure the safety and well-being of students at all times.

13. Elementary-level teachers assigned to the secondary level shall have the same workload (supervision) as secondary school teachers, prorated to their assignment.

14. Balanced school day

14.1 If the balanced school day is implemented in a school, the board shall ensure that the average duration of supervision assigned to teachers is not increased for that reason alone.

14.2 If the balanced school day is implemented, the school board shall share with AEFO the data regarding the average duration of supervision assigned to teachers in the school year prior to implementation.

15. Supervisory duty at the elementary level at each school board shall not exceed the average number of minutes per five-day instructional cycle specified in the table below.

School board	Number of minutes
<u>Conseil scolaire public du Nord-Est de l'Ontario</u>	75
<u>Conseil scolaire public du Grand Nord de l'Ontario</u>	73
Conseil scolaire Viamonde (58)	80
Conseil des écoles publiques de l'Est de	80

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l'Ontario			
<u>Conseil scolaire catholique de district des Grandes Rivières</u>	80		
<u>Conseil scolaire catholique Franco-Nord</u>	75		
<u>Conseil scolaire de district catholique du Nouvel Ontario</u>	53		
<u>Conseil scolaire de district catholique des Aurores boréales</u>	69		
<u>Conseil scolaire catholique Providence</u>	80	Conseil scolaire de district catholique Centre-Sud (64)	70
<u>Conseil scolaire de district catholique de l'Est ontarien (65):</u>	55		
<u>Conseil des écoles catholiques du Centre-Est (66):</u>	48		

N. TEACHERS' DUTIES – SECONDARY LEVEL

N.1 Full-time classroom teachers at the secondary level are assigned three 75-minute teaching periods per day.

N.2 In addition to these teaching periods, teachers will be assigned Additional Professional Assignments (APAs) consisting in on-call duties and supervision.

N.3 APAs are subject to the following conditions:

N.3.1 Supervision and on-call duties shall be determined by the school principal, subject to the terms of the school-level advisory committee, according to the following criteria:

N.3.1.1 flexibility by the Board that will ensure school safety; and

N.3.1.2 equitable distribution of workload to teachers according to time and to the nature of
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the duties in the school.

N.4 On-call duty periods

N.4.1 Each school board may assign on-call duties to a full-time teacher for a period or half-period as specified in the table below:

School board	On-call duty periods
Conseil scolaire public du Nord-Est de l'Ontario	12 periods or 24 half-periods
Conseil scolaire public du Grand Nord de l'Ontario	12 periods or 24 half-periods
Conseil scolaire Viamonde (58)	12 periods or 24 half-periods
Conseil des écoles publiques de l'Est de l'Ontario	12 periods or 24 half-periods
Conseil scolaire catholique de district des Grandes Rivières	a combination of on-call duties and supervision duties for a maximum of 21 periods or 42 half-periods per year
Conseil scolaire catholique Franco-Nord	12 periods or 24 half-periods
Conseil scolaire de district catholique du Nouvel Ontario	12 periods or 24 half-periods
Conseil scolaire de district catholique des Aurores boréales	12 periods or 24 half-periods
Conseil scolaire catholique Providence	12 periods or 24 half-periods
Conseil scolaire de district catholique Centre-Sud (64)	12 periods or 24 half-periods
Conseil scolaire de district catholique de l'Est ontarien (65):	10.5 periods or 21 half-periods
Conseil des écoles catholiques du Centre-Est (66):	12 periods

N.4.2 No teacher shall be assigned more than one period or half-period of on-call duty per five-day cycle, except in emergencies.

N.4.3 The school board shall make every effort to notify teachers of on-call duties before the end of classes on the preceding school day.

N.5 Supervision

5.1 It is understood that, in certain exceptional cases involving the safety and well-being of students, it might be necessary to assign a minimum number of teachers during a certain time period or in certain situations.

5.2 The principal presents the draft annual supervision schedule to the advisory committee at the beginning of each semester and provides, as needed, the necessary explanations regarding the application of clause 3.2. The school principal takes the committee members' suggestions into account before finalizing the schedule. No later than September 30, or, for the second semester, no later than February 28, the schedule is then posted in the school and distributed to each teacher.

5.3 No later than September 30, or, for the second semester, no later than February 28, the school board shall send the supervision schedules to the local bargaining unit. Schedules changed during the school year shall also be sent to the bargaining unit.

5.4 Notwithstanding clause 3, any teacher may inform the bargaining unit of a problem concerning equitable workload distribution. Where it sees fit, the local bargaining unit shall inform the human resources department of the problem and provide all the information available to enable the department to perform the necessary follow-up. Within ten (10) school days after the bargaining unit has provided the information, a discussion shall be held between the school board and the AEFO to address the matter. If no satisfactory agreement or solution can be reached, the AEFO may launch the central dispute resolution process.

5.5 The supervisory assignments of part-time teachers shall be adjusted in proportion to the time of their assignment.

5.6 Secondary-level teachers assigned to the elementary level shall have the same workload (supervision) as elementary school teachers, prorated to their assignment.

5.7 Each school board shall assign supervision to full-time teachers by five-day instructional cycle as specified in the table below:

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School board	Number of minutes per five-day instructional cycle
Conseil scolaire public du Nord-Est de l'Ontario	60
Conseil scolaire public du Grand Nord de l'Ontario	60
Conseil scolaire Viamonde (58)	60
Conseil des écoles publiques de l'Est de l'Ontario	60
Conseil scolaire catholique de district des Grandes Rivières	a combination of on-call duties and supervision duties for a maximum of 21 periods or 42 half-periods per year
Conseil scolaire catholique Franco-Nord	45
Conseil scolaire de district catholique du Nouvel Ontario	55
Conseil scolaire de district catholique des Aurores boréales	60
Conseil scolaire catholique Providence	45
Conseil scolaire de district catholique Centre-Sud (64)	45
Conseil scolaire de district catholique de l'Est ontarien (65):	60
Conseil des écoles catholiques du Centre-Est (66):	50

N.6 Notwithstanding clause 1 above, full-time teachers on special assignment programs are assigned on a full-time basis in accordance with an unstructured schedule in the following fields: orientation, library, IT support, actualisation linguistique en français (ALF), special education, OYAP/Bridges, student success, independent study, *animation culturelle*, cooperative education and workforce transition, as well as pastoral activities and chaplaincy for French-language Catholic school boards. Teachers assigned a schedule combining classroom teaching and special assignments or programs referred to in this clause shall be given a workload proportionate to those duties.

N.7 No teacher shall be assigned to duties other than those described in this article (Teachers' Duties - Secondary Level) during the school day. Time unassigned pursuant to this article is available to the teacher for pedagogical duties of his or her choice within the school.

N.8 Where a school's teaching or supervision schedule is based on a cycle shorter or longer

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than five (5) teaching days, or where the school's schedule is structured based on the multidisciplinary learning block or international baccalaureate organization model or on another organization model, the standards in clauses N.1 to N.7 shall be adjusted to be in keeping with the prescribed proportions. The school board shall discuss the model with the local unit before implementing it.

N.9 Part-time teachers' workload shall be prorated.

N.10 Teachers' pay shall be established based on the following table:

<u>Teaching</u>	<u>Pay</u>
1 teaching period	1/6 of annual salary
2 teaching periods	2/6 of annual salary
3 teaching periods	3/6 of annual salary
4 teaching periods	4/6 of annual salary
5 teaching periods	5/6 of annual salary
6 teaching periods	6/6 of annual salary

O. TEACHING TIME AND PREPARATION TIME – ELEMENTARY LEVEL

O.1 Teaching time

O.1.1 The school board promises that teaching time at the elementary level shall not exceed 1260 minutes per five-day instructional cycle.

O.2 Preparation time

O.2.1 In each five-day instructional cycle, every full-time teacher shall have two hundred and forty (240) minutes of preparation time to devote to the pedagogical duties of his or her choice. These minutes are included in the teacher's schedule, and do not include periods of time allocated to the teacher's breaks and lunch periods, or periods of time preceding or following the instructional program.

O.2.2 Notwithstanding clause O.2.1, at the Conseil des écoles catholiques du Centre-Est, in addition to the assignments referred to in clause O.1.1, a full-time teacher's schedule shall include, out of the 1,500-minute student schedule per five-day instructional cycle, 240 minutes

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in which the teacher shall carry out classroom management duties of his or her choice at the school, or, in the event of an emergency, duties related to student safety, in order to carry out any other duties that the school principal may assign to the teacher. These minutes are included in the teacher's schedule, and do not include periods of time allocated for the students' breaks and lunch periods, or periods of time preceding and following the instructional program.

O.2.3 The school board shall make an effort to assign preparation time on teachers' schedules in blocks of at least forty (40) minutes, but under no circumstances shall such blocks be shorter than twenty (20) minutes.

O.3 If the school's instructional schedule is organized on the basis of a cycle shorter or longer than five (5) teaching days, the standards in clauses O.1 and O.2 shall be adjusted to be in keeping with the prescribed proportions.

O.4 The teaching and preparation time of part-time teachers shall be prorated to their assignment time.

P. OCCASIONAL TEACHERS' DUTIES AND STUDENT SUPERVISION

P.1 An occasional teacher shall be given the same schedule and workload as the person being replaced, starting on the first day of assignment.

Q. POLICY COMMITTEE ON PROFESSIONAL DEVELOPMENT AND PROFESSIONAL LEARNING COMMUNITIES

_____ initials _____ CAE _____ AEFO _____ Crown

1. A policy committee, comprised of two representatives from the Board and two local unit representatives, is formed at the Board level in order to align professional development and training activities, including activities carried out during professional activity days, in a manner that

- supports the implementation of the Board's improvement plan;
- is consistent with the development objectives identified in teachers' Annual Learning Plans; and

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- promotes best practices for implementing sustainable professional learning communities (PLCs) and monitoring PLC implementation.

R. LONG-TERM DISABILITY INSURANCE PLAN (LTDIP)

_____ initials _____ CAE _____ AEFO _____ Crown

1.1 General

Subject to the following provisions, the AEFO shall determine the standards and terms of the LTDIP and is responsible for selecting the insurance carrier.

1.2 Enrolment

Enrolment in the LTDIP is mandatory and, as a condition of employment for all teachers, it is subject to the terms of plan enrolment.

1.3 Deduction and payment of premiums

Each teacher shall defray the costs of the LTDIP premium. The school board shall collect the LTDIP premiums from all teachers. Once every month, the school board shall pay the plan administrator the premiums collected for this purpose.

1.4 Waiting period

The LTDIP waiting period shall not exceed one hundred and twenty (120) working days.

1.5 Eligibility for and receipt of benefits

A teacher who is absent from work due to illness, has completed the waiting period under his or her LTDIP, and is receiving LTDIP benefits, is considered by the school board to be on unpaid LTD leave of absence.

1.6 Entitlement to employment benefits

Teachers receiving LTDIP benefits may participate in employment benefits at their expense.

1.7 Early Intervention and Rehabilitation Program

The school board shall participate fully in the early intervention plan and the rehabilitation plan launched by the insurance carrier.

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1.8 Information to be provided to plan administrator

The school board shall give the plan administrator all information that can be reasonably required to administer the plan. The school board shall be responsible for the basic administration needed in order for the LTDIP to operate soundly.

The LTDIP administrator shall provide the school board with the data which, with AEFO's approval, is reasonably required to administer the plan purchased by the school board, and in particular, the information needed to administer the waiver of life insurance and accidental death and disfigurement insurance.

1.9 Notices of change of premium or change of administration procedures

The AEFO or the LTDIP administrator shall notify the school board in writing of any required changes in premiums or administration procedures at least 45 calendar days before the changes come into force. The school board shall make the required changes as needed.

S. EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

1.1 Deduction and payment of premiums

Each month, the school board shall deduct the full one hundred percent (100%) of the premiums for each teacher in order to establish and maintain an EFAP. These premiums shall become part of the provincial LTDIP stipulated in the long-term disability insurance plan clause.

The monthly premiums thereby required shall be paid to the AEFO's LTDIP administrator, which administers the services related to this coverage.

1.2 Notices of change of premium or change of administration procedures

The AEFO or the LTDIP administrator shall notify the school board of changes of premiums in writing, at least 45 days before the new premiums come into effect.

T. Evaluations and report cards

The school board and AEFO agree on the importance of punctual, pertinent, comprehensive and meaningful evaluations of students' learning. Two pedagogical days shall be set aside at the elementary level for evaluation and report card preparation. These days shall be designated in the school calendar before the first set of report cards is distributed and before the second set of report cards is distributed.

U. WORKING CONDITION[S] OF TEACHERS ASSIGNED TO E-LEARNING

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- A. Teachers who do not hold a director or assistant director in the provincial e-learning program are part of the relevant AEFO bargaining unit.
- B. The teachers' working conditions are governed by the terms of the collective agreement of their school board of origin unless they are expressly changed by this article.
- C. Teachers assigned to the e-learning program are governed by a secondary-level non-structured schedule established by their school board of origin. Notwithstanding clause **N.6, TEACHERS' DUTIES – SECONDARY LEVEL**, they shall not be assigned on-call duty.
- D. A teacher's performance evaluation shall be carried out in accordance with the terms of the collective agreement with his or her school board of origin and with the *Education Act*.
- E. For the purposes of applying the rules governing staffing as well as surplus and redundancy declarations within the school board of origin, a teacher shall be deemed part of the staffing of his or her school or origin.
- F. Posting of positions and selection (Regular teaching positions, regular positions of pedagogical responsibility, and long-term occasional positions of at least twenty (20) days) are posted with the following specifications:
- 2.1 Announcements of teaching positions shall specify:
- the nature of the position;
 - the anticipated start date;
 - the qualifications required;
 - the skills and abilities required;
 - the experience required;
 - the place of work, or, if it is unknown, a statement concerning the possible options and/or limits associated with the place of work;
 - the duration of the mandate; and
 - the deadline for submitting an application.
- 2.2 The school boards shall disseminate position announcements to teachers in accordance with the usual job posting methods.
- 2.3 Interviews conducted as part of the selection process are granted based on qualifications, skills, abilities and experience.

SUBJECT TO ERRORS AND OMISSIONS

2.3.1 If no candidate meets the selection criteria as specified in paragraph 2.3, the positions shall be staffed at the school boards' discretion.

2.4 A teacher must obtain the approval of his or her school board of origin before being appointed to the position or being renewed.

G. Positions of responsibility

G.1 Responsibility allowances

Teachers in positions of responsibility shall receive the appropriate allowance based on their school board of origin.

H. Professional activity days

Teachers shall participate in the professional activity days of their school board of origin, unless other professional development or learning activities specific to the program have been organized.

I. Place of work

Each school year, the school board of origin shall determine a teacher's place of work. This shall be done before the commencement of the staffing process at the board. If the place of work is not known before the staffing process commences, the teacher may refuse the assignment and exercise his or her right to return to his or her school of origin.

W. TERM / NOTICE OF BARGAINING AND RENEWAL OF COLLECTIVE AGREEMENT

_____ initials _____ CAE _____ AEFO _____ Crown

W.1 Term of collective agreement

The term of this collective agreement is three (3) years, commencing on September 1, 2014, and ending on August 31, 2017.

W.2 Amendment to central provisions

The central provisions of this collective agreement, except the provision concerning the term thereof, may be amended during its term by mutual agreement between the central parties.

W.3 Notice of bargaining

SUBJECT TO ERRORS AND OMISSIONS

Notice of bargaining must be submitted in accordance with the *School Boards Collective Bargaining Act, 2014*.

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

SUBJECT: PROVINCIAL e-LEARNING PROGRAM

Ontario's French-language public and Catholic school boards offer their students a selection of online courses through a provincial e-learning program.

1. RECOGNITION

1.1 Other than director and assistant director positions within the provincial e-learning program, all teaching staff are part of the relevant AEFO bargaining unit as of the first day of the 2015-2016 school year.

1.2 In order to ensure the transition, employees holding the positions of coordinator and person responsible (*responsable*) shall keep their positions and salaries for the 2015-2016 school year and the following terms and conditions shall apply:

1.2.1 For non-unionized employees who are not members of the ADFO, the boards shall deduct the AEFO union dues starting on September 1, 2015. Their employment shall end on August 31, 2016.

1.2.2 For employees who are members of the ADFO, no AEFO dues will be deducted.

SUBJECT TO ERRORS AND OMISSIONS

1.2.3 For the purposes of this Letter of Agreement, the central parties agree that persons holding the positions referred to in section 1.2 have no seniority and no right to return to an AEFO unit.

1.3 The positions referred to in clause 1.2 of this Letter of Agreement, when part of the AEFO bargaining unit pursuant to the *Education Act* and the *School Boards Collective Bargaining Act* will be posted and filled in anticipation of the beginning of the 2016-2017 school year in accordance with the process provided for in the central agreement.

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

SUBJECT: EMPLOYEE BENEFITS

The parties agree that, once all the employees to whom the central memorandum of understanding applies become covered by the *Employee Life and Health Trust* (hereinafter "ELHT") contemplated by this Letter of Understanding, all references to existing life, health and dental insurance in all the local collective agreements shall be removed from those agreements.

Consistent with section 144.1 of the *Income Tax Act* (Canada) (hereinafter the "ITA"), the AEFO, the employer representatives and the Crown shall establish an AEFO ELHT (hereinafter "the Trust") to provide employee benefits to teachers and other education workers in the province of Ontario. A school board benefit plan (hereinafter "benefit plan") can only be made part of the Trust if it complies with the ITA and the administrative requirements of the Canada Revenue Agency (CRA) concerning ELHTs. The Trust is not expected to be effective before September 1, 2016. The date on which a benefit plan commences participation in the Trust shall be called the "Participation Date." The Participation Date of the school boards is February 1, 2017.

The parties understand that the establishment of the Trust represents a substantial commitment 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

SUBJECT TO ERRORS AND OMISSIONS

expiration date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this Letter of Understanding will form the basis for a trust agreement setting out the terms of the EHLT to be approved by the parties.

1. PRINCIPLES

1.1 The Trust is governed by the employee representatives appointed by AEFO, and by the representatives of the employers and the Crown.

1.2 The Trust is responsible for the delivery of benefits on a sustainable, efficient and cost-effective basis.

1.3 The Trust shall provide its services in French, and, where needed, in English.

1.4 Other employee groups in the education sector may join the Trust as long as they pay for all their benefits and administrative costs related to the creation and operation of a benefit plan. The board of trustees as defined in 2.1.1 shall develop an affordable and sustainable benefit plan based on the funding available to the representatives of these employees.

2. GOVERNANCE

2.1 Board of trustees

2.1.1 The board of trustees shall be made up of nine (9) voting members, five (5) of whom represent the employees and four (4) of whom represent the employers and the Crown. Two members of the board of trustees shall be independent industry experts, one of whom shall be appointed by the AEFO, and the other, by the representatives of the employers and the Crown. The AEFO shall be responsible for the appointment of the five (5) representatives and the termination of their duties, and the CAE and the Crown shall be responsible for the appointment of the four (4) representatives and the termination of their duties.

2.1.2 The independent experts appointed by each of the parties shall

2.1.2.1 come from an organization other than the Trust, the shared services office supporting the Trusts, the unions, the school boards, the CAE or the Crown;

2.1.2.2 not be in a conflict of interests in their role as trustee of the Trust;

SUBJECT TO ERRORS AND OMISSIONS

2.1.2.3 have significant experience in the area of employee benefits, and be accredited members in good standing of a self-governing professional organization recognized in Canada in the financial services, insurance, legal or actuarial fields or have recognized experience with employee benefit plans.

2.1.3 Resolutions require a simple majority in order to be carried.

2.1.4 The trustees shall be appointed for an initial term of three years. Their term is renewable, subject to a total maximum term of nine years. A successorship plan shall be prepared for the trustees in order to avoid the term of more than three trustees expiring in the course of any twelve-month period.

2.1.5 The board of trustees shall operate in French.

3. ELIGIBILITY AND COVERAGE

3.1 Eligibility

3.1.1 The Trust shall maintain eligibility for AEFO-represented employees who are eligible for employee benefits under the local collective agreement as of August 31, 2014, except for persons noted under the terms of 3.1.3 and 4.2.2 (e) [and] for short-term occasional teachers to the extent that they are eligible for benefits under existing plans.

3.1.2 Under the Trust's predetermined acceptance criteria, the trust shall 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-unionized groups, in accordance with an agreement between the Trust and the employer. Such groups must apply for inclusion in the Trust and agree to meet the Trust's financial, data and administrative requirements.

The Trust shall create a plan based on the level of funding that each group brings to the Trust, and shall provide each group with a generic branding for its employee benefit plan.

3.1.3 Retirees

3.1.3.1 The Trust shall maintain the eligibility of retirees who were, and still are, members of a school board benefit plan as at August 31, 2013, based on the prior arrangements with that board.

3.1.3.2 Retirees who became members of a school board benefit plan after August 31, 2013, and until February 1, 2017 [*unintended words omitted*] shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees within that group.

3.1.3.3 No person who retires from the school board after February 1, 2017, shall be eligible.

3.2 The employee benefit plan may provide life, health, dental, accidental death and dismemberment (AD&D) and travel insurance benefits, as well as medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After its initial establishment, the Trust may consider other plans for inclusion, but only if negotiated in future central agreements.

3.3 To facilitate transition to the Trust, each school board shall provide the Trust, directly or through its insurance carrier of record, the information noted in Appendix A within one (1) month of notification from the trustees.

4. FUNDING

4.1 Start-up costs

4.1.1 The Crown shall provide:

a. The total contributions in 4.1.1 b and 4.1.1 c, calculated on the basis of the "Total Cost" per year of employee benefits and related costs, including claims, administration expenses, life and AD&D insurance premiums, consulting fees and all other costs and taxes, as reported in the insurance carrier's most recent yearly statement and, if applicable, on all other school authority financial statements for the fiscal year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

b. A one-time contribution to the Trust, equal to the "Total Cost" of the employee benefits [*multiplied by*] 15%, for the purpose of establishing a Claims Fluctuation Reserve (hereinafter "CFR"). This amount shall be paid to the Trust on or before September 1, 2016.

c. A one-time contribution to the Trust equal to 4.15% of the "Total Cost" of benefits, to cover start-up costs and/or reserves. This amount shall be transferred to the Trust in accordance with 4.1.3.

4.1.2 The Trust shall retain rights to all data and licencing rights to the software systems.

SUBJECT TO ERRORS AND OMISSIONS

4.1.3 The Crown shall pay the AEFO \$400,000 of the start-up costs referred to in 4.1.1 c on the date of ratification of the central Memorandum of Understanding, and a further \$400,000, subject to the maximum amount referred to in 4.1.1 c, on or before June 1, 2016. The balance of the payments, if required under 4.1.1 c, shall be paid to the AEFO by the Crown on or before September 1, 2016.

4.1.4 In addition to any other payments required hereunder, on February 1, 2017, the date on which the school boards commence participation in the Trust, an amount equal to the employee contribution share of the eligible and available surpluses in the school boards' employee benefit plans shall be transferred to the Trust. The school boards shall keep the remaining portion of their surpluses.

4.1.5 All the boards' reserves for incurred but not reported (IBNR) claims and CFR shall remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.6 In the case of [*Administrative Services Only*] plans (hereinafter "ASO"), the surplus (including deposits on hand) will be distributed to the Trust, net of claims, no later than five (5) months after the Participation Date, based on the premiums paid by the employees and employers. The employees shall have three (3) months after the Participation Date to submit their claims. After that period, they will not be eligible for a reimbursement of their claims under their former employee benefit plan.

4.1.7 For policies or experience of several groups that have been combined, the existing surplus or deficit will be allocated to each group based on the following:

- i. if available, the paid premiums or contributions or the claims costs of each group;
- ii. if the aforementioned financial information is unavailable for each group, the prorated share shall be calculated based on the number of full-time equivalent (FTE) positions of each group in the most recent policy year.

The methodology listed above will be applicable for each group that transfers from an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus or deficit has been tracked independently for each group are not subject to this provision.

4.1.8 School boards with deficits are responsible for those deficits. Such school boards may recover any deficit through the IBNR and CFR released by the carriers.

4.1.9 To ensure the fiscal sustainability of the benefit plans, school boards shall not withdraw employee benefit plan surpluses and/or reserve deposits, nor reduce employee

SUBJECT TO ERRORS AND OMISSIONS

benefit plan funding, except in accordance with Memorandum 2015:B04. The parties agree that Ministry of Education Memorandum 2015:B04 applies and will remain in effect until the school board plans become part of the Trust.

4.1.10 Within 60 days of the end of the school year, the amount paid by the Crown or by a Board in relation to 4.2.2.c shall be reconciled with negotiated funding amount required under this Letter of Understanding, and any difference shall be paid to the Trust or reimbursed by the Trust within 30 days of the reconciliation.

4.2 Funding

4.2.1 From September 1, 2015 to February 1, 2017, the school boards agree to:

- a. continue to offer benefits in accordance with existing employee benefit plans and cost-sharing arrangements, until the date on which the employees commence participation in the Trust; and
- b. continue making payments in lieu of benefits in the case of short-term and long-term occasional teachers.

4.2.2 Commencing February 1, 2017, the school board shall pay the plan administrator, no later than the last day of each month, an amount equal to 1/12 of the funding amount set out in 4.2.2.c.

a. On or before December 31, 2015, the school board shall calculate the annual amount of (i) divided by (ii), which will form the [based funding amount for] the Trust.

(i) "Total cost" means the total annual cost of employee benefits and related costs, including claims, administration costs, life and AD&D insurance premiums, consultation fees and all other costs and taxes, as reported in the insurance carrier's annual statement for the period from September 1, 2014 to August 31, 2015, and, if applicable, on all other financial statements of the school authorities, for the fiscal year ending no later than August 31, 2015. The statements must be provided to the Ministry of Education.

The total cost excludes the costs associated with short-term occasional teachers as provided in 4.2.2 e) and retiree costs as provided in 3.1.3.

(ii) The average number of FTE positions in the bargaining unit as at October 31 and March 31 for the period consistent with (i).

SUBJECT TO ERRORS AND OMISSIONS

(iii) The total FTE used to determine a school board's benefits contributions will be based on the board's [average] number of regular FTEs as of October 31 and March 31 of each year [in accordance with] the existing provisions of Appendix H of the Education Finance Information System.

For clarity, where a regular teacher is on leave and replaced by a long-term occasional (LTO) teacher, only one of the two individuals is included in the FTE. It is understood that the calculation of the number of regular teachers and LTO teachers is not subject to the contractual language that limits or reduces eligibility for employee benefits.

b. All amounts determined in (i), (ii) and (iii) will be subject to specified audit procedures that will be completed by the auditors by May 15, 2016.

c. On February 1, 2017, the school board shall pay the Trust:

(i) the FTE amount in 4.2.2.a), plus 4% for 2015-2016, and 4% for 2016-2017;

(ii) an additional amount of \$300 per FTE in 2016-2017, over and above the calculated amount for 2016-2017 as provided in 4.2.2.c (i).

d. Funding previously paid under 4.2.2.c will be reconciled with the October 31 and March 31 FTE. Any identified difference will be remitted to the Trust as a lump sum on or before the last day of the month following the reconciliation.

e. If provision has been made for payments in lieu of benefits to LTO teachers, this arrangement shall be maintained by the school board after February 1, 2017.

With respect to short-term occasional teachers, where the benefits were provided by school boards prior to the Participation Date, the boards shall be required to maintain this arrangement beyond that date. The Transition Committee (section 6) shall work with the affected boards to find a similar plan for short-term occasional teachers in those boards that is cost-neutral to the boards, plus 4% for 2015-2016 and 4% for 2016-2017.

f. All amounts determined in section 6 shall be subject to prior review by the AEFO. The board shall cooperate fully with this review and provide all data requested by the AEFO and instruct its insurance carriers or other agents to do the same. If the AEFO and a school board are unable to achieve an agreement on the amount, the parties shall make every necessary effort to resolve the dispute based on the data provided. If the dispute cannot be resolved, it shall be referred to the central dispute resolution process. The specifications concerning the possibility of launching the central dispute resolution process shall not be interpreted so as to

SUBJECT TO ERRORS AND OMISSIONS

limit the right of any party to refer other terms of this Letter of Understanding to the central dispute resolution process.

If it is not possible to settle an important question related to 4.2.2.a and 4.2.2d, the AEFO or the CAE may, together with the Crown, consider this Letter of Understanding to be null and void. No Participation Date shall be established systematically and the benefits-related provisions of all local agreements shall remain in full force and effect.

g. The school board withholds the premiums required by the ELHT Trustees from each employee's pay on behalf of the group insurance plan, and remits them to the Trust along with the relevant documentation required by the Trustees.

h. Any other cost-sharing or funding arrangements are status-quo to the collective agreement, board policies or board administrative procedures, such as but not limited to Employment Insurance rebates.

i) Sixty days prior to February 1, 2017, the Trust shall inform the boards of any further changes required by the Trust regarding employees' pay.

j. Funding for retirees will be provided based on the costs and premiums for 2014-2015 associated with the retirees covered by 3.1.3, and will be increased by 4% for 2015-2016 and 4% for 2016-2017. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014, or per existing employee benefit plan provisions.

5. SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1 SHARED SERVICES

5.1.1 The AEFO agrees to adopt a shared service model that delivers the Trust's administration and investment services and allows other Trusts to join the shared service model. The shared services office of the Trust is responsible for providing support for the administration of participants' benefits and for the delivery of benefits on a sustainable, efficient and cost-effective basis.

5.1.2 The shared administrative services will be provided by the Ontario Teachers Insurance Plan (OTIP) commencing on the first Participation Date. A competitive process for these services will begin within four years after the last employee representative group's Participation Date, but no later than August 31, 2021.

SUBJECT TO ERRORS AND OMISSIONS

5.1.3 To ensure the most efficient and cost-effective service, any tendering to obtain support for the administration of benefits conducted by the shared services office must include the procurement of these services for all the trusts.

5.2 RESPONSIBILITY OF THE BOARD OF TRUSTEES

5.2.1 The board of trustees is responsible for the administration of the Trust, including, but not limited to:

5.2.1.1 selecting the Trust's auditor and actuaries;

5.2.1.2 receiving their annual reports;

5.2.1.3 receiving the actuarial report, including any reports referred to 5.3 regarding recommendations on sustainability of the initial plan; the first actuarial report must be received no sooner than six months and no later than 12 months following the implementation of the initial plan;

5.2.1.4 receive the actuarial report, including any reports referred to in 5.3 regarding recommendations on sustainability of the plan after any subsequent changes to the plan;

5.2.1.5 adopting the first employee benefit plan and any subsequent changes made to the plan;

5.2.1.6 validating the sustainability of the plan's design;

5.2.1.7 establishing member premium or contribution requirements and deductibles;

5.2.1.8 identify efficiencies that can be achieved;

5.2.1.9 adopting an Investment Policy and changing it as needed;

5.2.1.10 adopting a Funding Policy and changing it as needed; and

5.2.1.11 procuring administration, insurance, consulting, investment and claims settlement services as needed.

5.2.2 Under the Funding Policy, surpluses of the Trust cannot be refunded or distributed in cash, but may be used, as determined by the Trust, to

5.2.2.1 fund claims stabilization or other reserves;

5.2.2.2 improve plan design;

5.2.2.3 expand eligibility; and/or

5.2.2.4 reduce member premium share.

5.2.3 Under the Funding Policy, the Trust's projected funding deficiencies (under 5.3) must be resolved no later than the next regular plan renewal (on September 1) using the following methods, as determined by the Trust:

5.2.3.1 use of existing claims stabilization funds;

5.2.3.2 increased member share premium;

5.2.3.3 change plan design;

5.2.3.4 cost containment tools;

5.2.3.5 reduced plan eligibility; and

SUBJECT TO ERRORS AND OMISSIONS

5.2.3.6 cessation of benefits, other than life insurance benefits.

The Funding Policy must require the Board of Trustees to take the necessary measures or decisions during a period in which the CFR is projected to be less than 8.3% of the plan's annual expenses over a three-year period. If the motion to adjust the plan design does not pass, the Trust must increase the member share premiums to restore the balance to at least 8.3% of total annual expenses.

5.2.4 The Board of Trustees must adopt policies concerning the choice, review, evaluation and, if necessary, termination of contracts of all their service providers.

5.2.5 The Trust must provide civil liability insurance for all trustees.

5.3 Accountability

5.3.1 The Trust must appoint the actuaries and auditors. The Trust must obtain audited financial statements and an actuarial evaluation report on an annual basis. The actuarial report must include projections regarding the adequacy of contributions to cover projected insurance costs and related costs for a period not less than three (3) years into the future.

5.3.2 Copies of the audited financial statement and the actuarial evaluation report referred to in 5.3.1 will be sent to the AEFO, the CAE and the Ministry of Education.

6. TRANSITION COMMITTEE

6.1 A Transition Committee comprised of AEFO, CAE and Crown representatives will be established by January 2016 to resolve any problems that might arise in the creation of the Trust.

7. ENROLMENT

7.1 For new hires, each school board must distribute benefit communication material, as provided by the AEFO to all new teachers who are AEFO members, between 15 and 30 days after their acceptance of employment.

7.2 For existing members, the school board must give the Trust's plan administrator a Human Resources Information System (HRIS) file with all the information concerning their employment, as stated in Appendix A, HRIS file.

SUBJECT TO ERRORS AND OMISSIONS

7.3 Where an HRIS file cannot be provided, the board shall provide the required employment and member information to the Trust plan administrator in advance of the member commencing active employment or in the first 30 days of the member's employment. The board shall enter any subsequent demographic or employment changes as specified by the Trust plan administrator within one week of the change entering into force.

7.4 The benefit administration for all leaves, including long-term disability where applicable, will be the responsibility of the Trust plan administrator. During such leaves, the school board shall continue to provide HRIS information and updates as specified in the clause above.

7.5 Each school board shall provide updated work status in the HRIS file at least two weeks in advance of the leave or in the first 15 days following the leave.

8. Errors and omissions

8.1 School board errors and retroactive adjustments shall be the responsibility of the school board.

8.2 If an error is identified by a school board, it must notify the Trust plan administrator within seven (7) days of the discovery of the error.

8.3 Upon request by the Trust plan administrator, the school board shall provide all member and member employment status information necessary to administer the Trust. Such requests shall not be made more frequently than twice in any 12-month period.

8.4 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.

9. Claims support

9.1 The school board shall complete and submit the Waiver of Life Insurance Premium Plan Administrator Statement to the Trust plan administrator when the Trust plan administrator does not administer and adjudicate the long-term disability insurance benefits.

SUBJECT TO ERRORS AND OMISSIONS

10. Privacy

10.1 In accordance with applicable provincial legislation, the Trust plan administrator shall limit the collection, use and disclosure of personal information to the information necessary for the purpose of providing plan administration services. The Trust plan administrator's policy shall be based on the criteria of the Personal Information Protection and Electronic Documents Act (PIPEDA).

11. Payments

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

12. Linguistic Costs

12.1 In recognition of the additional cost of offering services, developing or modifying software, and obtaining materials primarily in French, the Crown shall make a one-time contribution to the Trust equal to 3% of the "Total Cost" of the 2014-2015 benefits. This amount shall be paid to the Trust on or before September 1, 2016.

Appendix A

Each Board must provide the AEFO ELHT trustees, directly or through its insurance carrier of record, the following information within one (1) month of notification from the Board of Trustees. The following information shall be provided in the formats specified by the Board of Trustees.

- a. complete and up-to-date enrolment 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; and

SUBJECT TO ERRORS AND OMISSIONS

- ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trust;
- 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 of premium provision;
- h. member life benefit coverage information; and
- i. current designation of beneficiaries.

_____ initials _____ CAE _____ AEFO _____ Crown

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

SUBJECT: DIAGNOSTIC ASSESSMENT

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

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

The school board shall provide a list of pre-approved assessment tools consistent with their board improvement plan for student achievement and with the Ministry's Policy/Program Memorandum.

Teachers shall use their professional judgment to determine which pre-approved assessment

SUBJECT TO ERRORS AND OMISSIONS

tool(s) from the list provided by the boards is appropriate for which student, as well as the frequency and timing of these tools. In order to inform their instruction, teachers must utilize diagnostic assessment during the school year.

If the Ministry of Education finds that student performance in a particular school is considerably lower than provincial targets and determines that intervention is necessary, the school board may take the measures made available by the Ministry to rectify the situation. The teachers of each of the schools concerned will be consulted throughout the process.

_____ initials _____ CAE _____ AEFO _____ Crown

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

SUBJECT: AGREEMENT TO EXCLUDE SYSTEM PRINCIPALS

1. The parties agree that there is nothing preventing the board from creating or maintaining one or more system principal positions to see to the implementation, management, monitoring or evaluation of board or government agency initiatives. These positions require management skills or school principal qualifications.
2. The AEFO agrees not to contest the board's decision to exclude one system principal position within the bargaining unit, provided it is funded in one of the following ways:
 - The "Boards' administration" grant;
 - Revenue, "principals and vice-principals" budget line;
 - The funding allocated to the "Classroom consultants" budget line in the Grants for Student Needs (GSN) and generated for the Student Success Leader position

SUBJECT TO ERRORS AND OMISSIONS

(superintendent benchmark), the PAL (Programme d'aménagement linguistique) leader position (school principal benchmark), the position of principal, manager or director in special education, as well as future Ministry of Education programs requiring the hiring of a superintendent or principal (*direction*);

- Ministry of Education revenues outside the grant regulation; or
- [Operating reserve fund], non classroom.

3. This Letter of Understanding is subject to the positions that the parties may take in any other matter.

4. It does not apply to positions currently included in the AEFO bargaining unit.

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

SUBJECT: REPORT CARD EXPECTATIONS

The purpose of this Letter of Understanding is to confirm the school boards' commitment to communicate their report card expectations to their school principals and teaching staff before the end of the 2015-2016 school year.

To the extent possible, where comments or grades on a student's report card need to be changed, the teacher will be consulted by the school principal.

LETTER OF UNDERSTANDING

BETWEEN:

Conseil des associations d'employeurs (CAE)

("CAE")

AND

THE CROWN

AND

ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS

("AEFO")

Subject: Collaboration time for the Early Learning Program (ELP)

The AEFO and the CAE recognize the importance of promoting collaboration and coordination of efforts between teachers and early childhood educators (ECEs). In this context, the school boards agree to provide opportunities for collaboration during two professional activity half-days within the school year. This collaboration time will not take place during professional activity days designated for evaluations and report cards.

PROVISIONS PREVIOUSLY AGREED TO

CX.XX CENTRAL DISPUTE RESOLUTION PROCEDURE

CX.X Definitions

Definitions (Discuss impact of definitions on local and central language.) Possibility of adding a statement to the effect that these definitions apply only to this section and that the parties will decide if the definitions apply only to this section/article or whether they should be included in the definitions at the beginning of the collective agreement.)

- a) "Dispute" means a controversy regarding the interpretation, enforcement, administration, potential violation or applicability of the central provisions of the collective agreement.
- b) "Central Parties" means the Conseil des associations d'employeurs (CAE) and the Association des enseignantes et enseignants franco-ontariens (AEFO).
- c) "Working day" means a school day or a weekday within a calendar year, and does not include Saturdays, Sundays or statutory holidays.

CX.X Composition of the Central Dispute Resolution Committee

- a) The Central Dispute Resolution Committee ("the Committee") is comprised of two (2) AEFO representatives, two (2) CAE representatives and two (2) Crown representatives. The Crown and each of the Central Parties shall appoint the individuals who will represent them on the Committee.
- b) Each of the Central Parties shall ask the necessary resource persons to consider a dispute. For greater clarity, these resource persons may include, but are not limited, to school board or AEFO unit representatives.

CX.X Committee's role

The Committee's role is to deal with the disputes put before it in order to

- i. achieve a settlement of a dispute;
- ii. determine whether there is an impasse;
- iii. refer a dispute to the local grievance procedure; or
- iv. refer a dispute to mediation.

CX.X Rights of the Crown

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The Crown may

- i. approve or reject any settlement proposal made jointly by the Central Parties;
- ii. take part in voluntary [mediation] with the consent of the Central Parties; or
- iii. intervene in disputes referred to arbitration.

CX.X Referring a dispute

- a) Only a Central Party may refer a dispute.
- b) An AEFO unit that has identified a dispute exists shall refer it to the AEFO within ten (10) working days after becoming aware of the circumstances giving rise to the dispute.
- c) A school board that has identified a dispute shall refer it to the CAE within ten (10) working days after becoming aware of the circumstances giving rise to the dispute.
- d) A Central Party that has become aware of a dispute shall submit a Notice of Dispute to the other Central Party within fifteen (15) working days after becoming aware of the circumstances giving rise to the dispute. It must also send a copy to the Crown.
- e) The Notice of Dispute must include:
 - i. any central provision of the collective agreement believed to have been violated;
 - ii. a complete statement of all relevant facts;
 - iii. any statutory or regulatory provision at issue; and
 - iv. the specific remedies sought.
- f) The Committee must meet to consider the dispute and render its decision within twenty (20) working days after it has been submitted, unless the Central Parties jointly determine that such a meeting should not be held.
- g) Any settlement between the parties shall be submitted to the Crown within five (5) working days after it has been reached.
- h) The Crown shall approve or reject any settlement submitted to it by the CAE within ten (1) working days of its receipt.
- i) If the dispute is not resolved within the time allotted, the Central Party that has submitted it may refer it to arbitration within an additional period of five (5) working days. A copy of the referral must be forwarded to the Crown in such a case.

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j) Notwithstanding the foregoing, the parties may refer any dispute to the arbitration process set out in section 49 of the *Labour Relations Act, 1995*.

CX.X Time limits

- a) The time limits in this section are mandatory.
- b) They may be extended upon the written consent of the Central Parties.

CX.X Voluntary mediation

- a) The Central Parties may, by mutual agreement, request the intervention of a mediator. If so, the time limits under the central dispute resolution procedure are stayed for a period determined by the Central Parties.
- b) The Central Parties shall choose a mediator.
- c) Each Central Party assumes its costs of participation.
- d) The Central Parties each bear an equal share of the mediator's fees.
- e) By mutual agreement between the Central Parties, the Crown may take part in the mediation, in which case it bears its own costs.

CX.X Arbitration

- a) Arbitrations are heard by a sole arbitrator.
- b) The Central Parties must agree on an arbitrator within ten (10) working days after the matter is referred to arbitration.
- c) Where the Central Parties are unable to agree on an arbitrator within that time, either of them may ask the Minister of Labour to appoint the arbitrator.
- d) Each party, and the Crown, assumes the costs of its appearance.
- e) The Central Parties each bear an equal share of the arbitrator's fees.

CX.X Powers of arbitrator

- a) The arbitrator has the powers prescribed by the *Labour Relations Act, 1995*. The arbitration rules set out in the *School Boards Collective Bargaining Act, 2014* apply.

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CX.XX RETIREMENT GRATUITIES BASED ON SICK LEAVE CREDITS

X.1.1 No teacher shall be eligible for a retirement gratuity on account of sick leave credits after August 31, 2012, unless the teacher was eligible for such a gratuity by virtue of its accrual on that date. The teachers in question will have received written confirmation from their school board before the end of June 2013.

X.1.2 The gratuity payout to which an employee is entitled as compensation for sick leave credits upon retirement shall be based on the lesser of:

- a) the salary rate specified by the school board sick leave credit compensation plan applicable to the teacher as at August 31, 2012; and
- b) the teacher's salary as at August 31, 2012.

X.1.3 Any gratuity payable on the teacher's death as compensation for sick leave credits shall be paid in accordance with X.1.2.

X.1.4 It is understood that in order to ensure that one is eligible to receive the above-mentioned payout upon retirement, all eligibility requirements must have been met as at August 31, 2012, and the employer and the union agree that all wind-up payments to which the teachers who did not accumulate the necessary years of service were entitled have been paid.

X.1.5 For the following school boards, notwithstanding any provision of the board's sick leave credit compensation plan, one of the conditions of eligibility for a gratuity based on sick leave credits is that the employee has 10 years of service with the board:

- a) Conseil scolaire de district catholique Centre-Sud
- b) Conseil scolaire Viamonde

CX.XX RETURN TO TEACHING: SCHOOL PRINCIPALS AND VICE-PRINCIPALS

1. For the purposes of this section, "school principal or vice-principal" means a regular teacher appointed for the first time to a permanent position of school principal or vice-principal..

2. Any vacancy created by the permanent appointment to a principal or vice-principal position must be filled in accordance with the staffing procedures set out in the (local) collective agreement.

3. The school principal or vice-principal must continue to pay the Association his or her

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union dues for the first twelve (12) months; this causes him or her to acquire a right to return to the bargaining unit.

4. A school principal or vice-principal who wishes to return to the bargaining unit within twelve (12) months of his or her appointment, is entitled to return at the beginning of the next school year in accordance with the terms of the (local) collective agreement applicable to acting principals.

5. Notwithstanding the third and fourth paragraphs of this section, a school principal or vice-principal appointed after January 31 is deemed to be an acting principal or vice-principal until the end of the said school year. The school principal or vice-principal's assignment in the subsequent school year is a permanent one. In both cases, that is, during his or her acting and permanent assignments, the principal or vice-principal may avail himself or herself of the terms set out in the fourth paragraph of this section. For the duration of his or her acting and permanent appointment, he or she must continue paying his or her union dues.

6. The principal or vice-principal may return to the bargaining unit only once.

7. Notwithstanding any of the preceding paragraphs, the right of return to the bargaining unit does not apply to the holder of a school vice-principal position who is appointed to a school principal position.

CX.XX DUAL CREDIT COURSES AT THE SECONDARY LEVEL

X.1.1 Subject to the Ministry of Education maintaining the funding, any student-credit from a dual credit course shall count toward the school's average daily enrolment (ADE), which is used to determine the number of teachers during the staffing process.

CX.XX SICK LEAVE

1. Sick leave days and short-term disability plan (STDLP)

1.1 The school board provides sick leave days and a short-term disability leave plan to full-time and part-time regular teachers and to long-term occasional teachers in the event of sickness or injury.

1.2 The sick leave and short-term disability leave days can only be used for the following reasons: personal sickness or injury, or personal medical appointments.

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2. Regular teachers

2.1 Sick leave days

Subject to clause 2.3, a full-time regular teacher shall be allocated eleven (11) sick leave days, paid at 100% of salary, each school year.

The allocation of sick leave days to part-time regular teachers is prorated to their assignment time.

A regular teacher who returns from leave other than sick leave, long-term disability leave or WSIB shall receive the full sick leave allocation.

Any change to the assignment during a school year results in an adjustment of the allocation.

2.2 Short-term disability leave plan (STDLP)

2.2.1 Subject to clause 2.3, a full-time regular teacher shall be allocated one hundred and twenty (120) short-term disability leave days at 90% of salary each school year.

2.2.2 The allocation of short-term disability leave days to part-time regular teachers is prorated to their assignment time.

2.2.3 A regular teacher who returns from leave other than sick leave, long-term disability leave or WSIB shall receive the full short-term disability leave allocation.

2.2.4 Any change to the assignment during a school year results in an adjustment of the allocation.

2.3 Eligibility

2.3.1. The allocations referred to in clauses 2.1 and 2.2 are made in accordance with the following rules:

- i. When a teacher who is already working for the school board is at work on the first day of the school year, the allocation is made and available for use as of the first day of the school year.
- ii. When a teacher is hired for the beginning of the school year or for a subsequent date, the allocation is made and available for use as of the teacher's first active work day.

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- iii. When a teacher is absent at the beginning of the school year due to a sickness or injury, but was present for work at the end of the previous school year, the allocation is made and available for use as of the first day of the current school year.
- iv. When a teacher is on leave at the beginning of the year for a reason other than sickness or injury, the allocation is made and available for use as of the teacher's expected return date, whether the teacher be present or absent, subject to paragraph (iv) of clause 2.3.1.
- v. When a teacher is absent at the beginning of the school year due to a sickness or injury, and was absent due to the same illness or injury at the end of the previous school year, he or she uses the unused sick leave and short-term disability leave days from the previous school year, if any. The allocation referred to in clauses 2.1 and 2.2 for the current school year is made and available for use following the teacher's return to work at full assignment.

However, this allocation cannot be used for the same sickness or injury until eleven (11) consecutive days have been worked at full assignment. Until these eleven (11) days of consecutive work have been completed, the teacher shall, in the event of an absence for the same sickness or injury, be required to use the unused sick leave and short-term disability leave days from the previous school year, if any.

- vi. When a teacher is absent at the beginning of the school year due to a sickness or injury, but was absent due to a different sickness or injury at the end of the previous school year, the allocation is made and available for use as of the first day of the current school year.
- vii. When a teacher is gradually returning to work at the beginning of a school year or on a subsequent date that follows a continuous absence from an assignment lesser than his or her ordinary assignment, and is recovering from a sickness or injury for which he or she was absent at the end of the previous school year, the teacher shall use the unused sick leave and short-term disability leave days from the previous school year, if any. If the teacher has exhausted those leave days, the allocation referred to in 2.1 and 2.2 for the current school year shall be made and available for use, and is prorated to the assignment. The teacher may use this allocation only for absences that take place during the part of the day in which he or she would normally have worked.
- viii. When a teacher is gradually returning to work at the beginning of a school year, on an assignment lesser than his or her regular assignment, while he or she is recovering from a sickness or injury for which he or she was not absent at the end of the preceding school year, the allocation referred to in clauses 2.1 and 2.2 shall be made and available for use as of the teacher's first day of work.

2.4 Use

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2.4.1 A teacher receiving long-term disability plan benefits cannot use sick leave or short-term disability leave days for the same sickness or injury.

2.4.2 A teacher who is absent following a workplace injury or disease shall have access to the sick leave and short-term disability leave plans during the waiting period preceding the decision of the Workplace Safety and Insurance Board (WSIB). When the WSIB approves the compensation claim, the school board shall reconcile the deducted sick leave or short-term disability leave with the amounts it has paid the teacher.

2.4.3 A teacher receiving benefits pursuant to a WSIB decision cannot use sick leave or short-term disability leave days for the same sickness or injury.

2.4.4 For each absence from work due to sickness or injury, one (1) day or one-half (1/2) day, as the case may be, shall be deducted from the teacher's cumulative sick leave bank.

2.4.5 When a part-time teacher, who does not work the same number of hours each day, is absent, the deduction made will correspond to the day or part thereof that he or she would normally have worked.

2.5 Short-term disability plan top-up for regular teachers

2.5.1 A regular teacher who has not exhausted the allocation contemplated in clause 2.1.1 for the preceding school year may draw on a sick leave top-up bank under which he or she is paid 100% of salary when he or she uses the short-term disability leave contemplated in clause 2.2.1.

2.5.2 The number of leave days in the teacher's top-up is equal to the difference between eleven (11) and the number of sick days contemplated in 2.1.1 that have been used over the course of the previous school year in a regular position with the Board.

2.5.3 Each complementary sick leave day may be used to complete a maximum of ten (10) short-term disability leaves.

2.5.4 Apart from the above leave top-up, the school board may offer up to two (2) compassionate special/miscellaneous/personal or other leave days (or the equivalent term in clause XXXX) of the current year to enable the teacher to be paid 100% of salary for up to 20 days under the short-term disability leave plan. The leave used for the purposes of this section are deducted from the leave bank contemplated in section X.1.1.1 (special/miscellaneous/personal or other leave).

3. Long-term occasional teacher

3.1. "Long-term occasional teacher" means a long-term occasional teacher within the meaning of the local collective agreement.

3.2. Long-term occasional teacher on a full school year assignment

3.2.1. Sick leave days

a. Subject to clause 3.4, a long-term occasional teacher on a full-time assignment shall be allocated eleven (11) days of sick leave paid at 100% of salary at the beginning of the school year.

b. The allocation of sick leave to the long-term occasional teacher on a part-time assignment shall be prorated to his or her assignment.

c. Any change to the long-term occasional assignment in the course of the school year shall result in an adjustment to the allocation.

3.2.2. Short-term disability leave plan (STDLP)

a. Subject to clause 3.4, a long-term occasional teacher on full-time assignment shall be granted one hundred and twenty (120) days of short-term disability leave at 90% at the beginning of the school year.

b. The allocation of short-term disability leave to a long-term occasional teacher on part-time assignment shall be prorated to his or her assignment.

c. Any change to the long-term occasional assignment in the course of the school year shall result in an adjustment to the allocation.

3.3. Long-term occasional teachers on an assignment that is lesser than the full school year

3.3.1. Sick leave days

a. Subject to clause 3.4, a long-term occasional teacher on full-time assignment shall be granted eleven (11) days of sick leave paid at 100% of salary; this allocation is to be reduced based on the percentage that the teacher's period of employment represents in relation to the full school year. If the duration of the long-term occasional teaching assignment is not known in advance, a projected duration is determined at the beginning of the assignment in order to be able to determine the number of sick leave and short-term disability leave days allocated. If the

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duration or full-time equivalency of the assignment changes, an adjustment to the allocation is made retroactively.

b. The allocation of sick leave to the long-term occasional teacher on a part-time assignment shall be prorated to his or her assignment.

c. Any change to the assignment or the period of long-term occasional employment in the course of the school year shall result in an adjustment to the allocation.

3.3.2. Short-term disability leave plan

a. Subject to clause 3.4, a long-term occasional teacher on full-time assignment shall be granted eleven (120) days of short-term disability leave at 90%; this allocation is to be reduced based on the fraction that the teacher's period of employment represents in relation to the full school year. If the duration of the long-term occasional teaching assignment is not known in advance, a projected duration is determined at the beginning of the assignment in order to be able to determine the number of sick leave and short-term disability leave days allocated. If the duration or full-time equivalency of the assignment changes, an adjustment to the allocation is made retroactively.

b. The allocation of short-term disability leave days to a long-term occasional teacher on part-time assignment shall be prorated to his or her assignment.

c. Any change to the assignment or the period of long-term occasional employment in the course of the school year shall result in an adjustment to the allocation.

3.4 Eligibility

a. The allocations in clauses 3.2.1, 3.2.2, 3.3.1 and 3.3.2 are made and available for use as of the first day of the assignment, provided the long-term occasional teacher is actively at work.

b. If a long-term occasional teacher is on leave on the first day(s) of his or her assignment for a reason other than sickness or injury, the allocation is made and available for use as of his or her first day actively at work.

3.5 Use

a. If a long-term occasional teacher is employed for more than one long-term assignment within the same school year, he or she may use unused sick leave and short-term disability leave days for one or more subsequent long-term assignments during the same school year.

b.

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i. A long-term occasional teacher who is absent following a workplace injury or disease has access to the sick leave and short-term disability leave plans during the waiting period until a decision is made by the Workplace Safety and Insurance Board (WSIB). Once the WSIB has approved the compensation, the school board shall reconcile the sick leave or short-term disability leave deducted and the amounts it paid the teacher.

ii. A long-term occasional teacher receiving benefits pursuant to a WSIB decision cannot use sick leave or short-term disability leave days for the same sickness or injury.

c. For each absence from work due to sickness or injury, one (1) day or one-half (1/2) day, as the case may be, shall be deducted from the long-term teacher's cumulative sick leave bank.

d. When a part-time long-term occasional teacher, who does not work the same number of hours each day, is absent, the deduction made will correspond to the day or part thereof that he or she would normally have worked.

4.0 Reimbursement of overpaid sick leave and short-term disability leave plan payments.

4.1 The school board shall recover any overpaid sick leave or short-term disability leave plan benefits in accordance with the rules in the local collective agreement that apply where an error has been made in calculating remuneration. If there are no such rules, the reimbursement of the overpayment shall comply with the *Employment Standards Act, 2000*.

5.0 Information on sick leave and the short-term disability leave plan (STDLP)

5.1 On or before September 30, the Board shall inform each regular teacher of the number of sick leave days, short-term disability leave days and top-up days allocated for the school year in progress and provide each such teacher with a sick leave and short-term disability leave utilization report with respect to the preceding school year.

5.2 The school board shall notify the long-term occasional teacher in writing as soon as he or she has used up the short-term disability leave days.

5.3 On or before September 30, the school board shall send the AEFO the electronic data on the sick leave of all regular and long-term occasional teachers for the preceding school year. The data shall provide each teacher's usage of leave as well as aggregate usage numbers for all of the school board's regular and occasional teachers.

6.0 Right to be represented in medical accommodation cases

7.1 The AEFO is entitled to participate in medical accommodation processes involving regular or occasional teachers.

7.2 The AEFO and the teacher shall cooperate with the school board as part of such processes.

7.3 The school board shall provide the AEFO with all documentation necessary for an accommodation case to be considered.

X.XX HIRING PRACTICES

1. Rights

1.1 No provision of this article shall be interpreted in a manner that infringes any of the following rights:

- a) the denominational rights of Catholic school boards; or
- b) the linguistic and cultural rights of school boards.

2. Definition of seniority

2.1 Subject to section 2.2, the seniority of an occasional teacher is calculated as of the most recent date on which his or her name was added to the school board's occasional teacher list and then remained on the list continuously.

2.1.1 Notwithstanding section 2.1, for school boards 56, 57 and 61, the seniority of an occasional teacher is calculated based on the number of days worked in that capacity, starting from the most recent date on which the teacher was added to the school board's occasional teacher list.

2.2 If a teacher was employed in a regular position with the school board immediately prior to being added to its occasional teacher list, and worked as an occasional teacher with the school board immediately prior to securing the regular position, the teacher's seniority will be calculated starting from the date the teacher was hired by the school board as an occasional teacher.

2.3 If the seniority of two or more occasional teachers is the same, their rank on the seniority list shall be determined by a random draw in the presence of a representative of the local bargaining unit.

3. Seniority list

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3.1 The seniority list of occasional teachers shall be established for the beginning of the school year and shall indicate, in reverse order of seniority, the names of the occasional teachers and their seniority, as defined in article 2.

3.2 The school board shall post the seniority list on its website, or using a comparable medium, no later than September 15, and shall ensure that the list is regularly updated. A copy of the list and updates shall be provided to the local bargaining unit no more than five (5) business days after the list is posted, and updated.

4. Long-term occasional teacher list

All school boards except 56, 57 and 61

4.1 Each school board shall maintain a current list of long-term occasional teachers.

4.2 An occasional teacher may request that the school board add his or her name to the list, and, if the following conditions are met, the school board shall consider the occasional teacher as part of a selection process:

b) his or her name has been on the seniority list contemplated in section 2 for at least ten (10) months; and

c) he or she has taught as an occasional teacher in one or more of the school board's schools for at least twenty (20) full days within a ten (10) month period in the five (5) years immediately preceding the application.

4.3 An occasional teacher recommended to the school board as a result of the selection process shall be added to the list.

4.4 A teacher who has held a regular position within an Ontario French-language school board and has received a satisfactory performance appraisal over the course of the past five (5) years may request to be added to the school board's long-term occasional teacher list without having to meet the conditions set out in section 4.2. However, the teacher must have been recommended in accordance with section 4.3.

4.5 The school board shall post the list on its website or using a comparable medium, shall ensure that it is updated regularly, and shall provide the local bargaining unit with a copy after it is posted, and updated.

School boards 56, 57 and 61

4.6 The long-term occasional teacher list is the school board's occasional teacher list.

5. Hiring for long-term occasional teacher positions

All school boards except 56, 57 and 61

5.1 Long-term occasional teacher positions shall be filled in the following manner and order:

5.1.1 by qualified supernumerary or redundant teachers in order of seniority as a regular teacher; and

5.1.2 by teachers on the recall list who have the required qualifications, in order of seniority as a regular teacher;

5.2 If the position is not filled following the process set out in section 5.1.1 or section 5.1.2, the school board shall post the long-term occasional teacher positions on its website or using a comparable medium for at least five (5) business days, and shall provide the local bargaining unit with a copy. The posted position shall be filled in the following order:

5.2.1 at the school board's discretion, by one of the five (5) occasional teachers on the long-term occasional teacher list who applied for the position, have the most seniority and have the required qualifications;

5.2.2 if none of the five (5) teachers contemplated in section 5.2.1 accepts the position, then, at the school board's discretion, by one of the next five (5) occasional teachers on the long-term occasional teacher list who applied for the position, have the most seniority and have the required qualifications, and so forth until the position is filled;

5.2.3 at the school board's discretion, subject to a selection process, by one of the occasional teachers on the seniority list who applied for the position and have the required qualifications;
or

5.2.4 at the discretion of the Board.

5.3 When more than one teacher needs to be hired for the upcoming school year, the school board may make a posting for the various positions to be filled. A teacher may

apply for all the positions for which he or she is qualified. Each position posted shall be filled in accordance with the terms set out in section 5.2.

5.4 Notwithstanding sections 5.1 and 5.2, where the school board receives less than three (3) weeks' notice of a vacancy, or the assignment is for twenty (20) or fewer school days, the school board is not required to post the position, and may fill the position at its discretion, with a teacher from the long-term occasional teacher list who has the required qualifications. The terms and conditions concerning the aforementioned three weeks do not apply when a teacher gives less than three weeks' notice before the start of her maternity leave, unless she leaves before her scheduled departure date.

5.5 The bargaining unit shall be given the name of the person selected for a position within ten (10) business days after it is filled.

School boards 56, 57 and 61

5.6 The school board shall post the long-term occasional teacher positions on the school board's website, or using a comparable medium, for at least five (5) business days, and shall provide the local bargaining unit with a copy.

5.7 Long-term occasional positions shall be filled in the following manner and order:

5.7.1 by supernumerary or redundant teachers who have the required qualifications and apply for the position, in order of seniority as a teacher or a regular teacher;

5.7.2 by supernumerary or redundant teachers on the recall list who have the required qualifications and apply for the position, in order of seniority as a teacher or a regular teacher;

5.7.3 by occasional teachers who have the required qualifications and apply for the position, by seniority; or

5.7.4 at the discretion of the Board.

5.8 Notwithstanding sections 5.1 and 5.2, where the school board receives less than three (3) weeks' notice of a vacancy, or the assignment is for twenty (20) or fewer school days, the school board is not required to post the position and may fill the position at its discretion, with a teacher from the long-term occasional teacher list who has the required qualifications. The terms and conditions concerning the aforementioned three weeks do not apply when a

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teacher gives less than three weeks' notice before the start of her maternity leave, unless she leaves before her scheduled departure date.

5.9 The bargaining unit shall be given the name of the person selected for a position within ten (10) business days after it is filled.

6. Hiring for regular positions

6.1 Regular positions shall be filled in accordance with the following procedure:

6.1.1 the school board applies the staffing process for regular teachers, set out in the local collective agreement;

6.1.2 if the position is not filled in accordance with section 6.1.1, the school board posts the regular position on its website or using a comparable medium for at least five (5) business days, and shall give the local bargaining unit a copy;

6.1.3 subject to section 6.1.4, the school board uses a selection process to consider the five (5) teachers on the long-term occasional teacher list who applied for the position, have the most seniority and meet the following criteria:

- a) they have the qualifications required for the position; and
- b) they have completed, in a school belonging to the board, at least one long-term assignment of at least four (4) months' duration, and have not had an unsatisfactory performance review in the last twenty-four (24) months;

6.1.4 If fewer than five (5) teachers meeting the requirements in section 6.1.3 apply for the posted position, the school board is entitled to consider other persons in the selection process in order to have five (5) candidates; and

6.1.5 If the position remains vacant, the school board may fill the position at its discretion.

6.2 The local bargaining unit shall be given the name of the person selected within ten (10) business days after the position is filled.

7. Rights of candidates not selected

7.1 An occasional teacher who is not added to the long-term occasional teacher list as a result of the selection process, or is not hired for a long-term occasional or permanent position, may, upon request, obtain a report and professional development recommendations from the

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school board with a view to having his or her name added to the long-term occasional teacher list in the future.

7.2 After twelve (12) months, an occasional teacher who is not added to the long-term occasional teacher list as a result of the selection process may apply again in accordance with section 4.2.

CX.XX REMUNERATION -- REGULAR TEACHING STAFF

X.1 QUALIFICATION EVALUATION PLAN

X.1.1 For the purposes of salary category placement, the Board recognizes Certificates of Qualification issued by the Qualifications Evaluation Council for QECO Program 4 or 5 and the "Plan de l'AEFO - Certification 84."

X.1.2 For occasional teachers who hold a Transitional Certificate of Qualification and Registration, the Board will recognize statements of evaluation issued by the QECO.

X.1.3 Any teacher with a Teacher's Certificate but without an evaluation on his or her hire date will be paid according to category A2. The teacher shall obtain a salary adjustment retroactive to his or her first day of work upon the Board's receipt of the statement of evaluation issued by the QECO.

X.2 CHANGE OF CATEGORY

X.2.1 A teacher who, before December 31, submits the required proof confirming that he or she is entitled to be in a higher salary category on the first work day of the school year in progress, shall obtain a salary adjustment retroactive to that first day.

X.2.2 An occasional teacher who, before April 30, submits the required proof confirming that he or she is entitled to be in a higher salary category on January 1, shall obtain a salary adjustment retroactive to January 1 of the school year in progress.

X.2.3 In the event of unforeseeable delay in receiving university transcripts or issuing the required statements, the Board may extend the dates prescribed in clauses X.2.1 and X.2.2.

X.2.4 If an acknowledgment of receipt from the QECO is submitted to the Board no later than the dates prescribed by clauses X.2.1 and X.2.2, the retroactive salary adjustment referred to in those clauses shall be made upon submission of the required proof confirming the teacher's entitlement.

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X.3 SALARY GRIDS

Note to parties:

X.3.1 The salary grid in force on August 31, 2014, in each collective agreement for regular teachers shall be made part of the central agreement, subject to the negotiated increase.

X.4 CONTINUING EDUCATION, EVENING CLASSES, SUMMER CLASSES, ADULT EDUCATION AND HOME INSTRUCTION

Note to parties:

X.4.1 The pay rates in force on August 31, 2014, in each applicable collective agreement for continuing education, summer class, adult education and home instruction teachers shall be made part of the central agreement, subject to the negotiated increase.

X.5 ALLOWANCES

Note to parties:

X.5.1 The allowances, if any, for regular teachers, in force on August 31, 2014 in each collective agreement shall, with the exception of the qualifications allowance, be made part of the central agreement, subject to the negotiated increase.

The qualifications allowance clause (master's degree) for boards 56, 60A, 60B and 63 shall be made part of the central agreement without a negotiated increase.