

IN THE MATTER OF AN ARBITRATION

BETWEEN:

The Ontario Catholic School Trustees' Association

and

The Ontario English Catholic Teachers' Association

and

The Crown in Right of Ontario

(Central Dispute Resolution)

Before: William Kaplan
Sole Arbitrator

Appearances

For the Trustees: Eric Roher
Borden Ladner Gervais
Barristers & Solicitors

For the Crown: Ferina Murji
Legal Counsel
MAG – Treasury Board Secretariat

For the Association: Bernard Hanson
Cavalluzzo
Barristers & Solicitors

The matters in dispute proceeded to a hearing in Toronto on December 9, 2016.

Award

On October 3, 2016, OECTA filed a Policy Grievance asserting that “the school board had failed to post LTOs once they became aware, or ought to have been aware, that the LTOs were being extended beyond 30 days” in violation of Regulation 274 under the *Education Act* and Article 17.1.3.2 of the Central Terms of the Collective Agreement.

After hearing submissions from OECTA, OCSTA and the Crown on the issue of the Board’s obligation to post long term assignments in accordance with Regulation 274 and Articles 17.1.3.2 and 17.1.3.3 of the Central Terms of the Collective Agreement, I find as follows:

1. In determining whether an assignment shall be filled in accordance with section 12 of Regulation 274 (A17.1.3.3) or in accordance with section 13 of Regulation 274 (A17.1.3.2), the Board must be guided by the number of school days identified in the notice of absence (whether this is identified in a medical note or other type of absence note).
2. If the absence requires an assignment of 30 school days or less, then it shall be filled in accordance with section 12 of Regulation 274 (A17.1.3.3). If the absence requires an assignment of more than 30 school days, then it shall be filled in accordance with section 13 of Regulation 274 (A17.1.3.2).
3. In the event that an initial period of absence is extended by a further notice of absence, this gives rise to a further assignment that commences on the school day immediately following the end of the initial assignment and terminates on the last school date included in that notice of absence extension. In the event of further notices of absence, the same occasional teacher will continue in successive assignments of 30 school days or less, subject to the agreement of the occasional teacher and the Board’s other rights in the collective agreement.
4. The calculation of the number of school days identified in each notice of absence will be considered prospectively and without regard to any previous absences or assignments.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of my award.

DATED at Toronto this 13th day of December 2016.

“William Kaplan”

William Kaplan, Sole Arbitrator