

IN THE MATTER OF AN ARBITRATION

B e t w e e n:

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

(“OECTA”)

- and -

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION

(the “OCSTA”)

- and -

THE CROWN IN RIGHT OF ONTARIO

(the “Crown”)

re: Earned Leave Plan and Sick Leave Short Term Leave and Disability Plan Top-Up

Russell Goodfellow – Sole Arbitrator

APPEARANCES FOR OECTA:

Bernard Hanson, counsel
Noel Laplante
Tom Doyle

APPEARANCES FOR THE OCSTA:

Eric Roher, counsel
Sharon Duffy
Percy Toop
Mike McPhee

APPEARANCES FOR THE CROWN:

Ferina Murji, counsel
Alison Warrian

Hearing held on April 26, 2017.

AWARD

The parties raised a number of interpretation questions with respect to teachers who are on board approved leaves of absence. The questions relate generally to entitlement under the Earned Leave Plan contained in Article 8 of the Central Terms of the Collective Agreement for those employees on approved leaves. The parties additionally seek clarity with respect to entitlement for the allocation of top-up for the sick leave short-term disability plan where employees are on board approved leaves. Having heard the submissions of the parties, I declare as follows:

Earned Leave Plan

Articles 8.5 and 8.6 of the Central Terms of the Collective Agreement outline the method of determining the average rate of absenteeism for the board and the conditions for meeting the eligibility requirements of the Earned Leave Plan. Where a teacher is on any approved board leave for a full school year the teacher is not entitled to the benefits of the Earned Leave Plan.

Permanent teachers who return from an approved leave partway through a school year, and who are otherwise eligible for the provisions of the Earned Leave Plan (that is, and without limitation, who have worked a minimum of 97 days in the school year) shall have the target that they are required to meet in order to avail themselves of the Earned Leave Plan provisions, prorated. The proration shall be based on the number of days the teacher is scheduled to work (assuming the minimum requirement is met (compared to the number of school days in the year. The number of days provided pursuant to Article 8.5 are not prorated.

With respect to permanent teachers who return from a statutory pregnancy/parental leave partway through a school year, the requirement to have worked for a minimum of 97 days shall be waived. Those teachers returning to work partway through the school year from a statutory pregnancy/parental leave shall have their target prorated based upon the number of days the teacher is scheduled to work compared to the number of school days in the year. The number of days provided pursuant to Article 8.5 are not prorated.

Sick Leave Short Term Leave and Disability Plan Top-Up

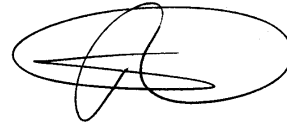
Calculation of top-up for teachers is outlined in Article 3.6.1 of the Central Terms of the Collective Agreement. For teachers who have returned to work after a board-approved leave, the calculation of top-up is as follows:

- i. Teachers on a statutory pregnancy/parental leave for a full school year shall be allocated a total of 11 days that may be utilized for top-up upon their return to work the following school year in a manner that is consistent with eligibility requirements of the short-term leave and disability plan.
- ii. Teachers who are approved to take a non-statutory leave for up to one additional full school year immediately after their statutory pregnancy/parental leave has ended shall be entitled to carry forward the 11 day top-up outlined in (i) above for that additional school year.

- iii. Teachers on any other approved leave, or who extend their statutory pregnancy/parental leave for more than one additional full school year, shall have their total top-up allocation calculated as follows when they return to work: eleven (11) days, less the number of sick leave days used in the most recent year actively worked.

At the request of the parties, I remain seized with respect to any questions arising from implementation of this award.

DATED at Toronto this 28th day of April 2017.

A handwritten signature in black ink, consisting of a large, stylized capital 'A' with a horizontal line through it, enclosed within an oval shape.

Russell Goodfellow – Sole Arbitrator