


COLLECTIVE AGREEMENT

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| SOURCE | Board | | |
| EFF. | 92 | 09 | 01 |
| TERM. | 94 | 08 | 31 |
| No. OF EMPLOYEES | 389 | | |
| NOMERE D'EMPLOYES |  | | |

between

**THE LAKEHEAD DISTRICT ROMAN
CATHOLIC SEPARATE SCHOOL BOARD**

and

**THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY SECONDARY UNIT**

and

**L'ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS
FRANCO-ONTARIENS LAKEHEAD SECONDAIRE**

SEPTEMBER 1, 1992 TO AUGUST 31, 1994

OCT 19 1994



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SEPTEMBER 1, 1992 TO AUGUST 31, 1994

09972(01)

LAKEHEAD ~~DISTRICT~~ ROMAN CATHOLIC
SEPARATE SCHOOL BOARD
TEACHERS AGREEMENT
1992-1994

SECTION 1 - CONDITIONS OF EMPLOYMENT

INTERPRETATIONS in this agreement:

- (i) "Teachers" means full or part-time teaching employees of the Lakehead ~~District~~ Roman Catholic Separate School Board and who are members of either the Ontario English Catholic Teachers' Association or l'Association des enseignantes et des enseignants franco-ontariens in the secondary panel.
- (ii) "the Board" means The Lakehead District Roman Catholic Separate School Board.
- (iii) "the Director" means the Director of Education and Chief Executive Officer of the Board or his/her delegate.
- (iv) "the Negotiating ~~Committee~~ of the Teachers" means the Negotiating Committee of the Thunder Bay Unit, O.E.C.T.A. and A.E.F.O.
- (v) "Provincial Association" means the Ontario English Catholic Teachers' Association (O.E.C.T.A.) and l'Association des enseignantes et des enseignants franco-ontariens (A.E.F.O.).
- (vi) "Trustees' Association" means the Ontario Separate School Trustees' Association (O.S.S.T.A.) and Association Franco-Ontariennes Des Conseils D'Ecoles Catholiques (A.F.O.C.E.C.).
- (vii) "Federation" means Ontario Teachers' Federation (O.T.F.).
- (viii) Reference in this Agreement to School Boards and Teachers Collective Negotiations Act, and The Education Act, and The Employment Standards Act and the regulations of the Ministry of Education shall in all instances be deemed to include "and amendments thereto".

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MEMORANDUM OF SETTLEMENT

between

THE LAKEHEAD DISTRICT ROMAN CATHOLIC SEPARATE SCHOOL BOARD
(hereinafter "the Board")

and
THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION, THUNDER BAY
SECONDARY UNIT AND L'ASSOCIATION DES ENSEIGNANTES ET DES
ENSEIGNANTS FRANCO ONTARIENS LAKEHEAD SECONDAIRE
(hereinafter "the Association")

PK

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals by December 16, 1992 *PK*
3. The parties herein agree that the terms of the collective agreement shall be from September 1, 1992 to August 31, 1994.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on August 31, 1992, and incorporating the amendments which are attached to this memorandum.

Dated at Thunder Bay this 10th day of December, 1992

Authorized Representatives of
The Lakehead District Roman
Catholic Separate School Board

Authorized Representatives
of the Branch Affiliates

D. Watson
Julius V. Charlebois
Joseph Bonchis
Margaret Piccolo
W. P. ...

Glenn LaBelle
Walter Berthelson
William C. Otto
Sean ...
...
Thomas Yule
Dawson Kellogg
...

- (ix) "Parties of the Agreement" means The Lakehead District Roman Catholic Separate School Board and the Thunder Bay Secondary Unit of the Ontario English Catholic Teachers' Association and the Thunder Bay Secondary Unit of l'Association des enseignants et des enseignants franco-ontariens in the Secondary panel.
- (x) "Strike" includes any action or activity by teachers in combination or in concert or in accordance with a common understanding that is designed to curtail, restrict, limit or interfere with the operation or functioning of a school programme or school programmes or of a school or schools including, without limiting the foregoing:
- (i) withdrawal of services
 - (ii) work to rule
 - (iii) the giving of notice to terminate contracts of employment.
- (xi) "Lock-out" means the suspension of employment of, or the refusal to assign work to, teachers other than principals and vice-principals in a school or schools by the Board with the view to compelling the cessation of a strike or preventing the resumption of a strike or with the view to inducing or persuading the units that represent the teachers to enter into or renew an agreement.
- (xii) "Retirement" as used herein means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension under the Teachers' Superannuation Act.
- (xiii) "Year of Service" as used in Article 22 shall include all service as an employee with the Board and its predecessors.
- (xiv) "Temporary Teacher" means a person employed to teach under the authority of a Letter of Permission.
- (xv) "Probationary Teacher" means a person employed by the Board under a probationary teacher's contract made in accordance with the regulations pursuant to the Education Act.
- (xvi) "School Year" means the period prescribed as such, or approved as such, under the regulations pursuant to the Education Act.
- (xvii) Teaching experience as used in Article 7 and Article 16 shall mean:
- (a) Experience gained while employed as a Teacher with this Board or with another school board during which time a Teacher held a valid teaching certificate.

- (xvii) (b) Experience referred to in sub-clause (a) above shall mean employment for a period of twenty (20) ~~or~~ more consecutive work days in any given school year.
- (xviii) Military Service as used in Article 7 and Article 16 shall mean active war service and shall apply only to teachers who were employed by the Board before entering active **war** service.

ARTICLE 1 - PURPOSE

- 1:01** The purpose and intent of this Agreement is to maintain harmonious relationships between the Board and the Teachers employed by the Board and covered by this Collective Agreement and to cooperate to the fullest extent in an endeavour to provide the **best possible** Catholic education for the pupils of the Lakehead District Roman Catholic Separate School Board.

ARTICLE 2 - RECOGNITION

- 2:01** During the currency of this Agreement its terms shall be applicable to all Teachers employed by the Board, pursuant to The Education Act, and the School Boards and Teachers Collective Negotiations Act.
- 2:02** The parties agree that contracts effected between the Board and the Teachers employed by the Board and covered by this Collective Agreement will be in accordance with the provisions of the Education Act and the regulations thereunder.
- 2:03** (a) The Board **recognizes** the Thunder Bay Secondary Unit of the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agents authorized to negotiate and represent the Teachers in the English section of the Board.
- (b) The Board recognizes the Thunder Bay Secondary Unit of l'Association des enseignantes et des enseignants franco-ontariens as the sole and exclusive bargaining agents authorized to negotiate and represent the Teachers in the French section of the Board.
- 2:04** (a) The Board **recognizes** the Negotiating Committee of the Teachers as the regular and official committee empowered to negotiate a collective agreement on behalf of all Teachers employed by the Board.

- 2:04** (b) The Ontario English Catholic Teachers' Association, Thunder Bay Unit, and l'Association des enseignantes et des enseignants franco-ontariens, recognize the Negotiating Committee of the Board as the regular and official committee empowered to negotiate a collective agreement on behalf of the Board.
- 2:05** (a) The Board recognizes the right of Teachers at any time during negotiations to obtain the assistance in negotiations of their Provincial Associations (or such other body from whom the Teachers may obtain assistance as provided in Section 7 of the School Boards and Teachers Collective Negotiations Act).
- (b) The Ontario English Catholic Teachers' Association, Thunder Bay Secondary Unit, and l'Association des enseignantes et des enseignants franco-ontariens recognize the right of the Board at any time during negotiations to obtain the assistance in negotiations of the Ontario Separate School Trustees' Association and the A.F.S.C.O. (or such other body from whom the Board may obtain assistance as provided under Section 7 of the School Boards and Teachers Collective Negotiations Act).
- 2:06** (a) The Teachers undertake to inform the Secretary of the Board, in writing, of the names of the members of the Negotiating Committee of the Teachers and to inform the Secretary of the Board, in writing, when the Provincial Association(s) (or such other body from whom the Teachers may obtain assistance as provided under Section 7 of the School Boards and Teachers' Collective Negotiations Act) has been authorized to assist the Teachers in negotiations.
- (b) The Board undertakes to inform the Presidents of the local units, in writing, of the names of the members of the Negotiating Committee of the Board and to inform the Presidents of the local units, in writing, when the Provincial Trustees Association (or such other body from whom the Board may obtain assistance as provided under Section 7 of the School Boards and Teachers Collective Negotiations Act) has been authorized to assist the Board in negotiations.
- 2:07** It is recognized and accepted that it is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and the Board shall exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the School Boards and Teachers Collective Negotiations Act, the Education Act and the regulations thereunder.



ARTICLE 3 • DURATION AND RENEWAL

- 3:01** This Agreement shall have effect from September 1, 1992 and continue in force until August 31, 1994, and from year to year thereafter unless notice is given by either party pursuant to the School Boards and Teachers Negotiations Act.
- 3:02** The Negotiating Committees of the parties may, at any time, upon mutual agreement negotiate revisions to this Agreement, subject to ratification of the Parties.

ARTICLE 4 • FEDERATION FEES

- 4:01** (a) The Board shall deduct from the pay of each Teacher who is a member of O.E.C.T.A. ten equal monthly instalments for the regular fees of the Ontario English Catholic Teachers' Association. The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall transmit the total amounts so deducted through the Ontario Teachers' Federation for the Ontario English Catholic Teachers' Association.
- (b) The Board shall deduct from the pay of each Teacher who is a member of A.E.F.O. the regular fees of l'Association des enseignantes et des enseignants franco-ontariens. The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall transmit the total amounts so deducted through l'Association des enseignantes et des enseignants franco-ontariens.

ARTICLE 5 • INFORMATION

- 5:01** The Board shall provide to each Teacher on or before the 30th of November notification of the category level, experience, total salary and the remaining number of sick leave credits as of September 1.
- 5:02** The Board shall provide on or before November 30th, a duplicate of the Teachers' Payroll Register containing the above information and the group insurance plans in which the Teacher participates to the respective Presidents of OECTA and AEFO.

ARTICLE 6 • NEW POSITIONS

- 6:01** The Board has the sole right to create or designate new positions.
- 6:02** Where the Board has created a new classification in the bargaining unit during the term of this Agreement, the responsibility allowance for such a position shall be discussed by the parties of the Agreement within ten (10) days after the decision to make the appointment is made. In the event that the appointment is made before the responsibility allowance is determined, the responsibility allowance shall be retroactive to the date of the appointment.

ARTICLE 7 • SALARY CONDITIONS

- 7:01** (a) An allowance for each year of previous teaching experience shall be given according to all levels of the schedule of salary rates to maximum.
- (b) Claim for previous teaching experience, if any, shall be made in writing. The Teacher shall cooperate with the Board by providing such verification of previous experience that the Board requires to determine whether the Teacher qualifies for the allowance provided for in paragraph (a) above.
- 7:02** Teaching experience in Ontario prior to Teachers' College graduation shall not be credited or acknowledged for salary purposes.
- 7:03** The Board shall recognize for salary purposes previous teaching experience as defined in Interpretations (xvii) in accordance with Clause 7:01 above. The total accumulation shall be rounded to the nearest whole number, but where the fraction of a year equals five (5) months, such shall be considered a full year for salary purposes.
- 7:04** The annual increment of all Teachers in the employ of the Board shall be as designated in the schedule of salary rates and shall be effective September.
- 7:05** The Board shall reserve the right to withhold the annual increment of any Teacher in any year, if the Teacher's services are deemed to be unsatisfactory. The Teacher will be notified in writing of the Board's intention to withhold the increment not later than May 15th. When the Teacher's services are again deemed satisfactory by the Board, the salary position of the Teacher shall be reinstated at the level the Teacher would have attained had it not been for the withholding of an annual increment commencing the September next following the determination of satisfactory status.

ARTICLE 8 - SALARY PAYMENTS

- 8:01** Subject to the provisions of **231(1)** of the Education Act which provides that a Teacher is entitled to be paid in the proportion that the total number of school days for which the Teacher performs assigned duties and/or is entitled to compensation according to the terms of this Agreement in the school year bears to the total number of school days in the school year, the Board shall pay the Teachers employed by the Board and covered by this Collective Agreement in twenty-four (24) instalments on a semimonthly basis.
- 8:02** Salary payments shall be made not later than the fifteenth and the last day of each month.

ARTICLE 9 - COPY OF AGREEMENT

- 9:01** Each Teacher in the employ of the Board shall receive a copy of this Agreement in booklet form no later than ninety days following the execution and delivery of the Collective Agreement and the parties agree that the costs of printing the **booklet** form will be shared equally by the parties.

ARTICLE 10 - JUST CAUSE

- 10:01** **No** employee shall be demoted, disciplined or discharged without Just Cause. Failure to provide the Teacher with written reasons for such action within ten (10) school days shall render the demotion, discipline or discharge null and void.

SECTION II - CONDITIONS OF WORK

ARTICLE 11 - STAFFING

- 11:01** In the September 1, 1992 to August 31, 1994 school years, the Board shall maintain a pupil/teacher ratio in the secondary panel of no greater than 16.0 to **1**.
- 11:02** The initial allocation shall be based on the projected September 30th enrolment as determined by the Board. The Board shall notify the Presidents of O.E.C.T.A. and A.E.F.O. of enrolment projections.
- 11:03** Following determination of the actual September 30th enrolment figures, the Board shall hire if necessary such staff to attain the level **as** stated in clause 11:01 above.

11:04 The calculation of the overall pupil/teacher ratio in 11:03 shall be as follows:

Pupil/Teacher Ratio = $\frac{\text{September 30th FTE Enrolment}}{\text{Number of full time certificated teaching personnel or the equivalent thereof}}$

11:05 The September 30th enrolment figure shall be the total Full Time Equivalent (FTE) number of pupils enrolled in the Secondary schools under the Board's jurisdiction as determined by the September 30th Principal's report for each school.

11:06 The number of full time certificated teaching personnel or equivalent thereof shall include all personnel covered by this Agreement.

11:07 (a) (i) For every full-time classroom Teacher in grades 9 to 12/OAC, the maximum teaching load shall be the equivalent of six (6) full semestered periods per school year. Eighty (80) percent of the instructional period shall be for planning and preparation time and twenty (20) percent shall be for supervision, on a weekly basis.

(ii) A classroom Teacher is any Teacher who teaches students and may include an itinerant Teacher, a Teacher-Librarian, a Learning Centre Teacher or a Guidance Counsellor.

(iii) The Board agrees to a maximum of 112 minutes per week per Teacher for supervision, as well as such other supervisory time where necessary to fulfill the duties of the Principal and of the Teacher pursuant to the Education Act and the regulations thereunder such as safety and health reasons. It is understood that an assignment pursuant to Regulation 262 under the Education Act which is supervisory counts towards this quantum.

(iv) The parties recognize the value of non-supervisory activities such as mentoring and other school related activities voluntarily performed by the Teacher and approved by the Principal which are carried out by Teachers during unassigned time. The parties agree that the Board has the right through the Principal to assign such non-supervisory activities to Teachers during otherwise unassigned time within the school day bearing in mind the school related activities in which the Teacher is already participating.

(b) Where a Teacher's instructional duties are less than full-time but equal to or greater than 40% of the full instructional day, such planning and preparation time shall be pro-rated.

- 11:07 (c) The planning and scheduling of planning and preparation time shall be at the sole discretion of the Board.
- 11:08 (a) There shall be one (1) **FTE** Principal in each secondary school.
- (b) There shall be one (1) FTE Vice-Principal in each secondary school. Additional Vice-Principals shall be assigned according to the following formula:
- | | | | |
|------|------|----------------------------|--------|
| (i) | i.1 | an enrolment of over 850 | .5 FTE |
| | i.2 | an enrolment of over 1200 | .5 FTE |
| (ii) | | Effective February 1, 1993 | |
| | ii.1 | an enrolment of over 850 | .5 FTE |
| | ii.2 | an enrolment of over 950 | .5 FTE |
- 11:09 (a) Effective September 1, 1991, there shall be a minimum of nine Curriculum Chairpersons in each secondary school.
- (b) Curriculum Chairpersons in Secondary schools will be relieved from teaching duties for the purpose of performing duties necessary as a Curriculum Chairperson according to the following schedule:
- (i) One (1) full semestered period. For greater clarity, the maximum teaching load for Curriculum Chairpersons in secondary schools shall be the equivalent of five (5) full semestered periods per school year.
- (c) Notwithstanding 11:09 (a), there shall be in place a minimum of one (1) French as a First Language Curriculum Chairperson at the secondary school where the French as a First Language Program is located.

11:10 Guidance **Counsellors**

Guidance Counsellors shall be assigned to perform guidance and counselling duties according to the following formula:

Secondary Schools

- | | | |
|------|---|---------|
| (i) | a minimum of 2.0 FTE | |
| (ii) | for every 200 students exceeding 600 enrollment | 0.5 FTE |

- 11:11 A part-time Teacher who wishes to change his or her status to full-time must notify the Superintendent of Human Resources in writing prior to April 1.
- 11:12 Each teacher shall receive a minimum of forty (40) consecutive minutes for lunch. The parties agree that the scheduling of lunch shall be at the sole discretion of the Board.

ARTICLE 12 -JOB POSTINGS

- 12:01 (a) Appointments to the positions of Principal and Vice-Principal will be on a system-wide basis. For the purposes of this article system-wide refers both to the bargaining unit covered by this collective agreement and the bargaining unit covered by the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O.
- (b) The Superintendent of Human Resources will circulate on January 15th and May 15th of each year a list of all positions system-wide that are known to be open at that time. The list will provide to staff information only and will require no further action by the Board.
- 12:02 (a) A vacant position of responsibility system-wide which the Board intends to fill and which has not been previously posted within a six (6) month period shall be posted for five (5) school days in the schools and the Education Centre. The posting shall precede any public advertisement except when schools are closed or in an emergency in which case the position shall be advertised locally prior to other advertising. Nothing in this Article prevents the Board from filling the position with a person not presently employed by the Board.
- (b) Documentation with respect to unsuccessful applicants for positions of responsibility will be retained by the Board and may, with the Board's and Teacher's mutual consent, be relied upon in the selection process for any other posted position of responsibility for which the Teacher applies within the same school year.

ARTICLE 13 -TRANSFERS

- 13:01 (a) Transfers shall be effected on a system-wide basis; and for the purposes of this article

- 13:01 (a) (i) system-wide refers both to the bargaining unit covered by this collective agreement and the bargaining unit covered by the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O.; and
- (ii) Teacher in the system refers to a Teacher covered either by this collective agreement or by the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O.
- (b) A Teacher in the Secondary unit may
- request a transfer pursuant to the terms below; or
- be transferred by the Board at its initiation pursuant to the terms below
- into either the Elementary bargaining unit or within the Secondary bargaining unit.
- (c) A Teacher in the Elementary unit may
- request a transfer pursuant to the terms established by Article 13:01 of the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O.; or
- be transferred by the Board at its initiation pursuant to the terms established by Article 13 of the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O.
- into the Secondary bargaining unit or within the Elementary bargaining unit.
- 13:02 (a) Requests for transfers by Teachers in the system for the following school year must be submitted in writing to the attention of the Superintendent of Human Resources on or before April 15. Notification of such request should be provided by the Teacher in the system to the school principal.
- (b) In the case of a Board initiated transfer, the Board shall advise the Teacher in the system to be transferred as soon as practicable after the decision to transfer the Teacher in the system has been made.
- (c) The Superintendent of Human Resources will attempt to secure a mutually satisfactory placement for all Teachers in the system.

- 13:02 (d) Notwithstanding the above, the Board may in its sole discretion place or transfer Teachers in the system at any time to meet what in its judgement are the education needs of its schools.
- 13:03 The Board will endeavour to determine Principal and Vice-Principal placements by March 31st.

ARTICLE 14 - ADMINISTRATION OF ORAL MEDICATION

- 14:01 (a) In order to enable children with medical problems to enjoy **as** normal an education experience as possible, the Board will provide assistance with respect to the administration of prescribed oral medication as per Board **policy**.
- (b) No medication shall be stored, distributed or administered outside the **confines** of the said policy by Teachers.
- (c) The Board recognizes the rights of staff to choose not to be involved in the administration of medication pursuant to **the** said policy.
- (d) All medication administered by the Teachers must be properly recorded on the student's medication log.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

- 15:01 One member **from** each high 'school shall **be** appointed to the Board Occupational Health and Safety Committee.

ARTICLE 16 - STAFF REDUCTION

- 16:01 Lay offs, recall from lay offs, transfers and the filling of vacancies shall **be** effected on a system-wide basis; and for the purposes **of** this article
- (i) system-wide refers both to the bargaining unit covered **by this** collective agreement and the bargaining unit covered **by** the collective agreement between the Board and the Elementary unit of **O.E.C.T.A.** and **A.E.F.O.**; and
- (ii) Teacher in the system refers to a Teacher covered either by this collective agreement or by the collective agreement between the Board and the Elementary unit of **O.E.C.T.A.** and **A.E.F.O.**

- 16:02 (a) (i) Effective September 1, 1991, a surplus of Teachers in the Secondary system shall be deemed to exist when the calculation of the PTR in Article 11 is less than 16.0:1.
- (ii) Effective September 1, 1991, a surplus of Teachers in the Elementary system shall be deemed to exist when the calculation of the PTR in Article 11 of the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O. is less than 17.5:1.
- (b) (i) For the purpose of the Article, Teachers teaching under a French Language Certificate in French Language schools, shall be placed in a separate seniority list. Each seniority list shall be treated independently for the purposes of administration of this Article.
- (ii) Any member of O.E.C.T.A. or A.E.F.O. while in the continuous employment of the Board who changes affiliation shall retain seniority and have it accumulated thereafter on the appropriate seniority list.

16:03 In the event of a surplus of Teachers in the system, the Board will endeavour to absorb the surplus of Teachers in the system and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.

- 16:04 (a) Where a surplus exists after attrition, reduction in teaching staff shall be accomplished system-wide in accordance with the following order of priority:
- (1) non-qualified Teachers in the system
 - (2) probationary Teachers in the system on the following basis of priority:
 - (i) quality of teaching as determined by the processes outlined in the Board policy concerning the evaluation of Teachers
 - (ii) length of continuous teaching with this Board or its predecessors and/or military service
 - (iii) length of teaching experience in Ontario
 - (iv) length of teaching experience anywhere
 - (v) Teachers' Q.E.C.O. Statement of Evaluation in decreasing rank

16:04 (a) (3) permanent contract Teachers in the system on the following basis of priority:

- (i) length of continuous teaching with this Board ~~or~~ its predecessors and/or military service
- (ii) length of teaching experience in Ontario
- (iii) length of teaching experience anywhere
- (iv) Teachers' Q.E.C.O. Statement of Evaluation in decreasing rank.

(b) The Teachers in the system with the lowest priority ~~as~~ established by the above, shall be the first to be laid off provided the remaining Teachers in the system are qualified pursuant to the Education ~~Act~~ and the regulations thereunder to teach the courses ~~or~~ programmes which the Board provides. ~~The~~ Board shall review its files for the purpose ~~of~~ determining whether the remaining Teachers in the system are ~~so~~ qualified. As part of its review, the Board will circulate a list ~~to~~ the schools and the Education Centre ~~of~~ the position or positions for which it ~~seeks~~ qualified Teachers. Teachers in positions of responsibility are not to be included in the above noted review.

(c) (i) In the event the remaining Teachers in the system are not qualified to teach the courses or programmes which the Board provides, then the Teacher in the system with the lowest priority who would otherwise be selected for layoff will ~~be~~ retained and the Teacher in the system with the next lowest priority as established by the above order ~~of~~ priority who does not have such required qualifications shall ~~be~~ selected for lay off. If such Teacher is capable ~~of~~ obtaining the required qualifications prior to the commencement of the immediately following school year to teach the courses or programmes provided by the Board, then such Teacher shall ~~be~~ retained and the Teacher in the system originally selected for lay off shall be laid off.

(d) (i) The programs in the Secondary unit for which the Board requires Teachers in the system to be qualified pursuant to this article, are:

Core French
Extended French
French Immersion
Library
Guidance
Special Education including Learning Centre
Instrumental Music
Family Studies
Industrial Arts (Design and Technology)

- 16:04 (d) (i) Technological Studies
Programs which require Senior Division Qualifications and Business Studies
- (ii) The programs in the Elementary unit for which the Board requires Teachers in the system to be qualified pursuant to Article 16 of the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O., are:
- Core French
 - Extended French
 - French Immersion
 - Library
 - Guidance
 - Special Education including Learning Centre
 - Instrumental Music
 - Family Studies and
 - Industrial Arts (Design and Technology)
- (iii) In the event new qualifications are required as a result of changes in the Education Act or regulations thereunder for additional programs not listed in 16:04 (d) (i) or 16:04 (d) (ii), representatives of the Elementary unit and of the Secondary unit of O.E.C.T.A. and A.E.F.O. will meet with representatives of the Board to resolve the matter.

16:05 The Board will meet with two representatives from the Elementary unit of O.E.C.T.A. and A.E.F.O. and two representatives from the Secondary unit of O.E.C.T.A. and A.E.F.O. prior to the announcement of lay offs and recall from lay offs for the purpose of advising the said representatives of the Teacher or Teachers in the system to be laid off or recalled from lay off. It is understood that the representatives may be from A.E.F.O. or O.E.C.T.A., as required.

16:06 The seniority lists

- (i) for all Secondary Teachers and
- (ii) for all Teachers in the system

shall be drafted by the Board with a copy to be retained by each party to this agreement. These lists shall be forwarded to the Presidents of the local affiliates by December 1st of each year.

- 16:07 In making new appointments to the staff in the system, the Board shall first offer these positions to those who were laid off and who retain their seniority according to their respective collective agreements. Such offer shall be made in the reverse order of the priority used to implement the lay off and be subject to clause 16:04. At the time of recall, the Board shall consider the qualifications of such Teachers which were most recently provided to it.
- 16:08 Notification must be given in writing by November 30th or May 31st to the Teacher that has ~~been~~ declared surplus.
- 16:09 (a) Any probationary Teacher declared redundant other than by the Boards policy concerning the evaluation of Teachers, will be given a statement that the individual was considered a satisfactory Teacher and that the position was terminated because the Teacher was surplus.
- (b) Any permanent Teacher declared redundant will be given a statement that the individual was considered a satisfactory Teacher and that the position was ~~terminated~~ because the Teacher ~~was surplus~~.
- (c) A Teacher who has been declared surplus shall be granted a maximum of one (1) school day without loss of pay or Sick Leave Credits or Cumulative Sick Leave Credits for the purposes of seeking alternative employment.

16:10 Principal Redundancy

In the event a surplus of Principals occurs in the system reduction of Principals shall be implemented in accordance with sub-clauses (a) and (b) inclusive:

- (a) A surplus of Principals shall be deemed to exist when a school has been ~~closed~~ or twinned.
- (b) Where a surplus exists after attrition, reduction in Principals in the system shall be accomplished in accordance with the following order of priority of Principals in the system:
- (i) length of service as a Principal with this Board
 - (ii) length of continuous teaching with this Board or its predecessors and/or Military service
 - (iii) length of teaching experience in Ontario
 - (iv) length of teaching experience anywhere
 - (v) Q.E.C.O. Statement of Evaluation in decreasing rank

16:10 (c) When making new appointments to the position of Principal, the Board shall first offer the position to those Principal(s) declared surplus in the system in the current or previous school year. Such offers shall be made in the reverse order of priority used to declare Principals surplus.

16:11 Vice-Principal Redundancy

(a) Where a reduction of Vice-Principal is necessary for any reason, the reduction in Vice-Principals in the system shall be accomplished in accordance with the following order of priority of Vice-Principals in the system:

- (i) length of service with this Board either as a Vice-Principal and/or a Principal
- (ii) length of continuous teaching with this Board or its predecessors and/or Military service
- (iii) length of teaching experience in Ontario
- (iv) length of teaching experience anywhere
- (v) Q.E.C.O. Statement of Evaluation in decreasing rank

(b) When making appointments to the position of Vice-Principal, the Board shall first ~~offer~~ the position to a Teacher in the system who was declared surplus from any one of the following redundant positions of responsibility: Principal, Vice-Principal, Coordinator, Consultant. Such appointment shall be determined by order of experience in a leadership position provided the Teacher in the system has the necessary qualifications.

16:12 If after applying the provisions of **16:04**, **16:10** and **16:11** there remains a surplus of a Teacher in the system within a group, the Teacher in the system to be declared surplus will be ~~selected~~ by lot conducted by the Director of Education in the presence of the respective Thunder Bay O.E.C.T.A. and A.E.F.O. Presidents.

16:13 Teachers whose contracts have been terminated pursuant to Article 16 shall retain their seniority for three (3) years.

ARTICLE 17 • SYSTEM-WIDE LAYOFFS, RECALL FROM LAYOFFS, TRANSFERS AND FILLING OF VACANCIES

17:01 (a) A Teacher covered by this collective agreement shall be referred to as a Teacher in the Secondary unit;

- 17:01 (b)** A Teacher covered by the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O. shall be referred to as a Teacher in the Elementary unit.
- 17:02 (a)** A Teacher in the Elementary unit who
- (i) displaces a Teacher in the Secondary unit pursuant to lay off or recall from lay off provisions; or
 - (ii) applies for and fills a vacancy in the Secondary unit; or
 - (iii) transfers at his or her request to the Secondary unit or is transferred at the initiation of the Board to the Secondary unit
- shall retain his or her seniority and have it accumulated thereafter in the Secondary Seniority list.
- (b)** A Teacher in the Secondary unit who
- (i) displaces a Teacher in the Elementary unit pursuant to lay off or recall from lay off provisions; or
 - (ii) applies for and fills a vacancy in the Elementary unit; or
 - (iii) transfers at his or her request to the Elementary unit or is transferred at the initiation of the Board to the Elementary unit
- shall retain his or her seniority, and have it accumulated thereafter in the Elementary seniority list.
- 17:03 (a)** A Teacher in the Elementary unit who
- (i) displaces a Teacher in the Secondary unit pursuant to lay off or recall from lay off provisions; or
 - (ii) applies for and fills a vacancy in the Secondary unit; or
 - (iii) transfers at his or her request to the Secondary unit or is transferred at the initiation of the Board to the Secondary unit

17:03 (a) shall be subject to the terms and conditions of the collective agreement between the Board and the Secondary unit of O.E.C.T.A. and A.E.F.O., including compensation. Notwithstanding, a Teacher in a position of responsibility in the Elementary unit who is transferred at the initiation of the Board into the Secondary unit and for whom such transfer results in a decrease in the total of salary plus allowance will have his or her total of salary plus allowance for the period immediately preceding the effective date of the transfer maintained at the then existing level until such time as the total of salary plus allowance provided for in the collective agreement between the Board and the Secondary unit of O.E.C.T.A. and A.E.F.O. equals or exceeds the total of salary plus allowance for the period immediately preceding the effective date of the transfer.

(b) A Teacher in the Secondary unit who

(i) displaces a Teacher in the Elementary unit pursuant to lay off or recall from lay off provisions; or

(ii) applies for and fills a vacancy in the Elementary unit; or

(iii) transfers at his or her request to the Elementary unit or is transferred at the initiation of the Board to the Elementary unit

shall be subject to the terms and conditions of the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O., including compensation. Notwithstanding, a Teacher in a position of responsibility in the Secondary unit who is transferred at the initiation of the Board into the Elementary unit and for whom such transfer results in a decrease in the total of salary plus allowance will have his or her total of salary plus allowance for the period immediately preceding the effective date of the transfer maintained at the then existing level until such time as the total of salary plus allowance provided for in the collective agreement between the Board and the Elementary unit of O.E.C.T.A. and A.E.F.O. equals or exceeds the total of salary plus allowance for the period immediately preceding the effective date of the transfer.

ARTICLE 18 - GRIEVANCE PROCEDURE

18:01 (a) A grievance means a complaint by a Teacher, or by the Board, or by the Ontario English Catholic Teachers' Association, Thunder Bay Unit, or by l'Association des enseignantes et des enseignants franco-ontariens, that there has been an alleged violation, misinterpretation or misapplication of any provision of this Collective Agreement.

- 18:01 (b) (i) Individual grievance: a grievance lodged by an individual Teacher
- (ii) Group Grievance: Where more than one Teacher has a grievance arising from the same set of circumstances such grievances may be combined and submitted collectively as a group grievance.
- (iii) Policy Grievance: a grievance submitted by the Board or one or **both of** the Branch Affiliates which is neither an individual nor a group grievance. Policy grievances may be initially submitted at Step 2 of Grievance Procedure (18:05).

18:02 Time limits specified in this article may be amended by mutual agreement of the parties.

18:03 The term 'days' when used in **this article** shall refer to 'school days'.

18:04 STEP ONE

- (a) Any Teacher having a grievance arising out of this agreement shall, within twenty (20) days of the incident giving rise to the grievance, with or without the assistance of the Secondary Unit of O.E.C.T.A or A.E.F.O., forward a written statement of the grievance to the appropriate Superintendent with a copy to the President of the appropriate local **Secondary Unit. Such** statement shall contain a summary of the nature of the grievance, the provision of the collective agreement allegedly violated and the remedy sought.
- (b) Prior to filing a grievance, the Teacher may make an effort to resolve informally the matter with the appropriate agent of the Board.

The meeting shall take place at a mutually agreeable time prior to the expiration of the **twenty (20)** day period stipulated in 18:04 (a).

The Teacher, at his or her discretion, may be accompanied by the Grievance Officer or another member of **the** local Branch Affiliate.

The Secondary Unit shall inform the **Secretary** of the Board before September 30 of the **name(s)** of the Grievance Officer(s).

- (c) The Superintendent shall, within ten (10) days following receipt of the written grievance as per **18:04(a)** reply in writing to the grievance.

18:05 STEP TWO

- (a) If the grievance is unresolved at Step One or upon the failure of the Superintendent to reply within the time specified in 18:04(c), the grievance may be submitted, within the following ten (10) days to the Director of Education.
- (b) The Director of Education shall reply within ten (10) days following receipt of the grievance.
- (c) In the case of a Policy Grievance submitted at Step Two, such grievance shall be submitted in writing within thirty (30) days of the incident giving rise to the grievance by the Board to the appropriate President of the local unit and/or by the local unit of A.E.F.O. or O.E.C.T.A., as the case may be, to the Director of Education.
- (d) In the case of a policy grievance submitted by the Board, the local unit of A.E.F.O./O.E.C.T.A shall reply in writing within twenty (20) days of receipt of the grievance and vice versa.
- (e) The grievance of a Teacher who has been dismissed may be submitted directly to Step Two of the Grievance Procedure.
- (f) A Teacher may withdraw a grievance at any time in writing

18:06 ARBITRATION

An Arbitration Board shall be constituted and convened in the following manner:

- (a) (i) After having exhausted the Grievance Procedure provided for by 18:04 and 18:05 the party having the grievance may, within ten (10) days following the expiry of the time limits stipulated in 18:05, notify the other party, in writing, of its intention to submit the matter to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board. In the case of an individual or group grievance the notice shall be signed by both the Teacher involved and the local unit President.
- (ii) The party receiving the notice shall appoint its nominee within ten (10) days.

- 18:06** (b) (i) In making their appointments to the Arbitration Board both parties shall be guided by the following: That no person be appointed a member of an Arbitration Board who has any direct pecuniary interest in the matter coming before it, or who has, within a period of **six (6)** months immediately preceding the date of their appointment, acted as a mediator, solicitor, counsellor or negotiator **of** either of the parties but **no** person shall be deemed to have direct pecuniary interest by reason of their being a ratepayer within the area of jurisdiction **of** the Board.
- (c) The **two** appointees **so** selected shall, within fifteen (15) days **of** the appointment of the **second** of them or some mutually agreed upon time appoint a third **person who shall be** the Chairperson.
- (d) If the recipient of the notice fails to appoint an appointee within the time designated the appointment shall be made by the Education Relations Commission or, **if** the **two** appointees fail to agree upon a Chairperson within the time designated, **the** Chairperson **shall be** appointed by the Education Relations Commission.
- (e) The Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision is final and binding **upon** the parties and upon any Teacher affected by it. A decision of the majority shall be the decision of the Arbitration Board **if** there is no majority the decision of the Chairperson governs.
- (f) The Board and the appropriate Branch Affiliate **shall** each **be** responsible for the fees and expenses **of** its **own** appointee. The parties will share equally the fees **and** expenses **of** the Chairperson.
- (g) The Arbitration Board shall have the authority only to settle disputes under the terms of a grievance **as** outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitration Board **shall** have **no** power to alter, add **to**, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.
- 18:07** Unless mutually agreed **otherwise** by both parties, **the** place of hearing **shall be** in **the** City of Thunder Bay.
- 18:08** Failure of the Board in the **case** of a grievance initiated by a Teacher or the local unit of O.E.C.T.A./A.E.F.O. or failure by O.E.C.T.A./A.E.F.O. in the case of a grievance initiated by the Board, to meet the time limits for the processing of the grievance under this Agreement, shall permit the aggrieved party to take **the** grievance **to** the next succeeding step.

- 18:09 (a) With regards to dismissal, a Teacher may proceed to finality only with either one of:
- (i) Board of Reference
 - (ii) Grievance Procedure
- (b) Notwithstanding 18:09 (a) any matter in regard to which either party may have a right to a Board of Reference shall not be subject to Arbitration unless the party first waives in **writing** any right to the Board of Reference.

SECTION III - BENEFITS

ARTICLE 19 - CUMULATIVE SICK LEAVE AND WORKERS' COMPENSATION

19:01 SICK LEAVE

- (a) The classes of Teachers eligible under this Sick Leave Credit System shall be members of the Branch Affiliates.
- (b) Each Teacher is entitled to twenty (20) days Sick Leave per school year, subject to paragraphs (c) and (d).
- (c) Where a Teacher commences employment after September 1st of any year, the Sick Leave of twenty (20) days shall be pro-rated on the basis of 20/10 days for each month's employment.
- (d) A Teacher hired on a less than full-time basis shall have the Sick Leave pro-rated accordingly.
- (e) All of the unused portion of a Teacher's Sick Leave, as of September 1, 1969 or date of hire whichever is later, shall be transferred to the Teacher's Cumulative Sick Leave Credit, to a maximum of two hundred (200) days.
- (f) The usual twenty (20) days allowance for the current year shall be used up before calling on the Cumulative Sick Leave Credit.
- (g) Where a Teacher is absent in excess of five (5) consecutive days, sick leave will not be granted unless a certificate, clearly stating the reasons for the absence, satisfactory to the Teacher's immediate supervisor and signed by a qualified medical or dental practitioner, is presented.

- 19:01 (h) The Sick Leave ledger may be examined by a Teacher as concerns the Teacher's own account at any time during the business day. Nevertheless, a statement shall be sent out in October of each school year by the Superintendent of Business to all Teachers showing absence during the previous year and the balance of Cumulative Credits. For the purpose of the record only, the Annual Sick Leave record cards shall be retained for the purpose of determining sick days beyond the maximum allowed should this data ever be required.
- (i) Where a Teacher has been released on December 31 or June 30 because the Teacher has been declared surplus accumulated credits shall be retained for a period of two (2) years.

19:02 WORKERS' COMPENSATION

- (a) Subject to paragraph (b), Teachers on compensation shall be paid their salary by the Board.
- (b) Where Sick Leave and Cumulative Credits have been exhausted at the commencement of, or during, an absence covered by compensation, the Board shall pay the regular Workers' Compensation rate for the period not covered.
- (c) Payments made by the Workers' Compensation Board shall be remitted to the School Board.
- (d) Absence recognized by the Workers' Compensation Board as a compensation case shall be charged against the Teacher's Sick Leave or Cumulative Credits on the basis of that portion of the difference between the salary paid and the amount of compensation received by the Board.

ARTICLE 20 - LEAVE OF ABSENCE

20:01 PROCEDURE FOR OBTAINING LEAVE

Teachers requesting a Leave of Absence as referred to in this Article must complete a standard "Request for Leave" form available from the Teacher's immediate superior officer or Principal, which in turn shall be submitted to the Superintendent of Human Resources of the Board at least two (2) weeks in advance of the occasion prompting the request. In the event of extenuating circumstances, verbal approval from the Teacher's immediate superior officer or Principal will suffice, to be followed by a completed "Request for Leave" form in the usual manner.

20:01 **The disposition of all requests for leave of absence shall, subject to the express provisions of this Article, be at the discretion of the Superintendent of Human Resources of the Board, in consultation with the Teacher's immediate superior or Principal.**

20:02 **BEREAVEMENT**

- (a) Teachers will be allowed leave of absence of up to but not exceeding **five (5)** calendar days on any one (1) occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits for the death of a father, mother, husband, wife, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren.
- (b) Teachers will be allowed leave of one (1) work day, without loss of pay or Sick Leave or Cumulative Sick Leave Credits for attendance at the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece, or first cousin, or at a funeral where the employee has **been** asked to serve as a pallbearer.
- (c) **On** the request of the Teacher the Superintendent of Human Resources of the Board in consultation with the Teacher's immediate superior officer or Principal may, because of extenuating circumstances grant additional leave over the maximum allowed in clauses (a) and (b) above.

20:03 **COMPASSIONATE LEAVE**

- (a) Teachers will be allowed leave of up to but not exceeding three (3) work days on any one occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits, in the event of serious illness of father, mother, husband, wife, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren.
- (b) On the request of the Teacher, the Superintendent of Human Resources of the Board in consultation with the Teacher's immediate superior officer or Principal may, because of extenuating circumstances grant additional leave over the maximum allowed in clause (a) above.

20:04 **EXAMINATION LEAVE**

A Teacher may be granted leave, without loss of pay or Sick Leave or Cumulative Sick Leave Credits, for the purpose of writing an examination leading to the advancement of academic or professional qualifications. The maximum leave shall be for the period of the examination plus any required travel time to the place of the examination.

20:05 LEAVE FOR JURY DUTY OR WITNESS

If a Teacher is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in any legal proceeding in which the Teacher is neither the plaintiff nor the defendant the Teacher shall not lose any regular pay because of necessary absence from work due to such attendance provided that the Teacher:

- (i) informs the immediate superior officer as soon as possible upon notification that the Teacher will be required to attend court
- (ii) presents proof of service requiring the Teacher's attendance
- (iii) resumes performance of regular duties during any reasonable period when the Teacher is not required to be in attendance
- (iv) promptly pays to the Board the amount received for services as a juror or witness exclusive of travelling allowances and any living expenses.

20:06 QUARANTINE

Every Teacher is entitled to full salary notwithstanding absence from duty in any case where, because of exposure to a communicable disease, he is quarantined or otherwise prevented by the order of the medical health authorities from attending upon regularly assigned duties. There will be no deductions from Sick Leave or Cumulative Sick Leave Credits.

20:07 LEAVE FOR PROFESSIONAL ASSOCIATION MEETINGS

A Teacher may be granted up to the lesser of two (2) meetings or two (2) days leave without loss of pay or Sick Leave or Cumulative Sick Leave Credits for the purpose of participating on a committee of a professional association, exclusive of committees concerned with salary negotiations. Additional leave without pay may be granted at the discretion of the Board. In such case the Branch Affiliate may be required to pay the cost of any substitute Teacher necessitated by the leave.

20:08 LEAVE FOR FEDERATION PRESIDENT

- (a) The President of the Thunder Bay O.E.C.T.A. Unit shall be granted half-time leave of absence without pay or contribution towards benefits for which the employee is eligible from teaching duties in order to perform the functions of the position of Unit President.
- (b) Each full year of term as President shall be recognized as a full year for experience and salary purposes.

- 20:08 (c)** The Board shall be required to pay the cost of any substitute teacher necessitated by the leave.
- (d)** (i) In the event a member of the Thunder Bay Elementary O.E.C.T.A. Unit who holds a position of responsibility is elected President, he or she shall apply for a leave of absence from the position of responsibility by June 1st for the period of time coinciding with the term of office as President held by the individual. The Board shall grant such leave.
- (ii) The salary of the Teacher will be maintained in accordance with clause 20:08 (a), with the cost of the allowance being shared equally by the Board and the Association.
- (iii) Upon termination of such leave, the Teacher will be returned to the position of responsibility subject to Article 16.
- (e)** The President of the Thunder Bay Unit of A.E.F.O. shall have available twenty (20) days leave without pay upon written request in advance to the Director of Education and the Board shall pay the cost of the substitute teacher.
- (f)** Neither leave shall be charged against Sick Leave or Cumulative Sick Leave Credits.
- (g)** The President of the Local Unit of O.E.C.T.A. shall notify the Director of Education in writing, by June 30th of the leave required for the President for the next school year.

20:09 LEAVE FOR CHIEF NEGOTIATOR

The Chief Negotiator may be granted, by the Superintendent of Human Resources, up to four (4) days of unpaid leave per school year, for the purpose of attending activities related to negotiations. The Superintendent of Human Resources may, at his/her discretion, forward the request to the Board for approval.

20:10 LEAVE FOR PERSONAL REASONS

- (a) Leave for personal reasons (other than reasons listed in 20:02 to 20:09 above) may be granted at the discretion of the Teacher's immediate superior officer or Principal for up to two (2) days per year. Such leave will not be available on the day or days before or after a school holiday except in extenuating circumstances and with the approval of the immediate superior officer or Principal.

20:10 (b) Every Teacher granted a leave for personal reasons shall have one day approved at no cost or reduction in salary to the Teacher and the ~~second~~ day at deduction to the Teacher ~~of the full~~ cost of the Supply Teacher whether a replacement is necessary ~~or~~ not. The Payroll Department of the Board shall ~~be~~ notified ~~of the~~ leaves for personal reasons taken each month.

20:11 LEAVE OF ABSENCE WITHOUT PAY

- (a) A Teacher on unpaid leave ~~or~~ leave without pay shall retain seniority, experience and Sick Leave ~~or~~ Cumulative Sick Leave Credits held at the commencement of the leave but shall not accumulate further seniority, experience or Sick Leave during the period of the leave. The Teacher shall be required to pay 100% of the cost of any fringe benefits in which the Teacher is eligible and continues to be enrolled during the period of leave.
- (b) Leave without pay may be granted in ~~cases~~ of an extremely urgent nature at the discretion of the Teacher's immediate superior officer ~~or~~ Principal in consultation with the appropriate Superintendent of Education of the Board.
- (c) Leave without pay for special circumstances (other than those circumstances set out in clauses 20:02 to 20:09 inclusive) may be granted to a Teacher by the Director of Education or forwarded to the Board for resolution ~~or~~ reconsideration.
- (d) **On** written request, the Board may grant to a Teacher a leave of absence for a period of up to one (1) year to accommodate:
- (i) attendance by a Teacher as a registered student at a University, College or other educational institution, or
 - (ii) travel for educational purposes or
 - (iii) the pursuit of alternative employment, or
 - (iv) such other purposes the Board deems acceptable.
- (e) However, such leave shall be subject to the following conditions:
- (i) it shall be the responsibility of the Teacher to notify the Board Secretary, in writing, no later than April 30th or October 31st whichever is closest to the date of expiration of the leave, of their intention to either return to active teaching at the expiration of the leave of absence ~~or~~ to resign.

- 20:11 (e) (ii) failure to provide proper notice by April 30th or ~~October~~ 31st as required in (i) above will ~~be~~ construed as an intention on the part ~~of~~ the Teacher ~~to~~resign.

20:12 PREGNANCY AND PARENTAL LEAVE

Leave will be granted pursuant to the Employment Standards ~~Act~~ as amended by the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990, except where amended in this Article.

1. Pregnancy Leave

- (a) A teacher shall be entitled, upon her application, to a pregnancy leave of absence without pay commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.
- (b) The pregnancy leave of a teacher
- (i) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
 - (ii) who ~~is~~ not entitled to parental leave, ends on the later of
 - (ii.1) the day that is seventeen (17) weeks after the pregnancy leave began; or
 - (ii.2) the day that is ~~six~~ (6) week after the birth, still-birth or miscarriage.
- (c) The above noted pregnancy leave may ~~be~~ shorter than Seventeen (17) weeks if the employee gives the Board at least four (4) weeks written notice of the day ~~the employee~~ intends to return to work.
- (d) The employee must give the Board at least two weeks written notice of the date the pregnancy leave is to begin and a certificate of a legally qualified medical practitioner stating the ~~expected~~ birth date.
- (e) Paragraph 1.(d) does not apply in the event that the teacher stops working because of complications ~~caused~~ by her pregnancy or ~~because~~ of a birth, still-birth or miscarriage that happens earlier than the teacher was ~~expected~~ to give birth. In ~~such~~ case, the teacher must, within two (2) weeks of stopping work, give the Board written notice of the date the pregnancy leave ~~began~~ or ~~is to~~ begin and must give a certificate from a legally qualified medical practitioner that

- 20:12 (e) (i) in the event the teacher stopped working because of complications caused by her pregnancy, states the teacher is unable to ~~perform~~ her duties because of complications caused by her pregnancy and states the expected birth date; or
- (ii) in the event of a birth, still-birth or miscarriage that happens earlier than the teacher was expected to give birth, states the date of birth, still-birth or miscarriage and the date the teacher was expected to give birth.
- (f) A teacher who has ~~given~~ notice
- (i) to ~~begin~~ pregnancy leave may change the notice to an earlier date if the teacher gives the Board at least **two (2)** weeks written notice before the earlier date or to a later date if the teacher gives the Board at least **two (2) weeks** written notice before the leave was to begin.
- (ii) to end pregnancy leave may change it to an earlier date if the teacher gives the Board at least four **(4)** weeks written notice before the earlier date or to a later date if the teacher gives the Board at least four **(4)** weeks written notice ~~before~~ the date leave was to end.
- (g) (i) A teacher granted a pregnancy leave of absence on and after September 1, 1990, shall be compensated by the Board under a U.I.C. approved supplementary benefit plan for the two (2) week waiting period under U.I.C. at a weekly rate equal to 60% of the teacher's weekly insurable earnings under U.I.C., provided that the teacher:
- (i.1) is eligible for pregnancy leave benefits under U.I.C.; and,
- (i.2) makes a claim to the Board on a form indicating the weekly amount payable by U.I.C.

This plan shall be subject to approval of the Unemployment Insurance Commission.

2. Parental Leave

- (a) An employee who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of the employee parent for the first time.

- 20:12 (b) Parental leave ends eighteen (18) weeks after it began ~~or~~ on an earlier date if the employee gives the Board at least four (4) weeks written notice of that date.
- (c) Such parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes in to the custody, care and control ~~of a~~ parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
- (d) The employee must give the Board at least two (2) weeks written notice of the date the parental leave ~~is~~ to begin. The teacher need not give such notice in the event the teacher who is the parent stops working because the child comes into the custody, care and control of the teacher for the first time sooner than expected. In such case, the parental leave begins on the day the employee stops working provided that the employee gives the Board notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
- (e) A teacher who has given notice
- (i) to begin parental leave may change the notice to an earlier date if the teacher gives the Board at least two (2) weeks written notice before the earlier date ~~or to a later date~~ if the teacher gives the Board at least two (2) weeks written notice before the leave was **to begin**.
 - (ii) to end parental leave may change it to an earlier date if the teacher gives the Board at least four (4) weeks written notice before the earlier date or ~~to a later date~~ if the teacher gives the Board at least four (4) weeks written notice before the date leave **was to end**.

3. Employee Benefits

- (a) A teacher
- (i) who elects not to participate in the following benefit plans: Semi-Private Coverage, Extended Health Coverage, Group Life Insurance, Dental Plan, Chiropractic Coverage, Vision Care Plan, Deluxe Travel Plan and Extended Coverage as outlined in Article 23; and,
 - (ii) who elects not to contribute his ~~or~~ her contribution towards the premium costs of the said benefits plans

- 20:12 (a) shall advise the Board in writing at the same time as he or she initially advises the Board in writing of the date the pregnancy or parental leave is to begin.

Subject to paragraph 4 below, a teacher who fails to so advise the Board in writing will be deemed to elect to participate in the said benefit plans and will be deemed to agree to pay his or her contribution towards the premium costs of the said benefit plans.

- (b) A teacher who elects or is deemed to elect to participate in the benefit plans during the pregnancy or parental leave shall pay to the Board his or her full contribution owing prior to the commencement of the leave as a condition for participation in the said benefit plans and for the Board paying its contribution of the premium costs for the said benefit plans.

4. Seniority

Seniority continues to accrue during pregnancy leave or parental leave.

5. Reinstatement

- (a) Subject to paragraph (b) below, the Board shall reinstate the teacher who has taken pregnancy leave or parental leave when the leave ends to the position the employee most recently held with the Board, if it still exists, or to a comparable position if it does not. For the purpose of this clause, this stipulation does not preclude the possibility of transfer under Article 13 of this Collective Agreement or under Board Policy #801 should the leave(s) extend into the subsequent school year. A teacher intending to return in the subsequent school year and wishing placement for the subsequent school year must indicate their intent to return by April 30 of the school year prior to their return, in writing, to the Superintendent of Human Resources.
- (b) If the Board's operations are suspended or discontinued while the teacher was on leave and have not resumed when the leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- (c) The Board shall pay a reinstated teacher wages that are at least equal to the greater of the wages the teacher was most recently paid by the Board or the wages that the teacher would be earning had the teacher worked throughout the leave.

20:12 6. Additional Leave of Absence

~~On~~ the request of a teacher who has completed his/her probationary period, ~~the~~ Board shall extend the unpaid parental leave

- (a) for a teacher who commenced the leave on or prior to December 31, either

(i) to August 31 of the school year in which the leave commenced; ~~or~~
(ii) to December 31 of the following school year

whichever the teacher ~~so~~ requests; or,

- (b) for a teacher who commenced the leave after December 31, either

(i) to August 31 of the school year in which the leave commenced; or

(ii) to December 31 of the following school year; or

(iii) to August 31 of the following school year,

whichever the teacher ~~so~~ requests.

- (c) The leave of absence will be unpaid and the teacher will be required to pay the monthly cost of the premiums for all benefits for which the teacher is eligible, in advance of the unpaid leave, as a condition for participation in the ~~said~~ benefits plans.

- (d) Teachers who have been employed less than one (1) year and eleven (11) weeks with the Board before the estimated day of delivery shall not be eligible for an extended unpaid leave as per 20:11 (c) (i) and (ii) above.

7. Adoption Leave

A teacher may be granted up to three (3) days without loss of salary or ~~service credits~~ for needs directly related to the adoption of a child.

20:13 PATERNITY LEAVE

A male Teacher shall be granted a maximum of three (3) work days, without loss of salary or service credits upon birth of his child.

20:14 **DEFERRED SALARY LEAVE PLAN**

(a) **Preamble**

The Lakehead District Roman Catholic Separate School Board and the Thunder Bay Units of O.E.C.T.A. and A.E.F.O. assume **no** responsibility for any consequences arising out of this Plan relative to effects on Teachers' superannuation provisions, income tax arrangements, Unemployment Insurance, the Canada Pension Plan, or any other liabilities incurred by a Teacher as a result of participation in **this** Plan.

(b) **Description**

The Deferred Salary Leave Plan is developed to afford elementary teachers the opportunity of taking either one (1) term (Sept. to Dec. or Jan. to June) **or** one (1) year leave of absence without pay and of financing the leave through deferral **of** salary. It is understood **that** no more than **fifteen (15)** participating teachers may **be** on leave under **this** Plan in any one (1) **school** year.

(c) **Eligibility**

Any Teacher having three (3) or more years seniority with the Board (according to 16:06) is eligible **to** apply for participation in the Plan.

(d) **Application**

- (i) A Teacher must **make** written application to the Director of Education on or before January 31st to participate in the Plan commencing in September of the following school year and indicate the choice of 3, 4, 5, 6 **or** 7 year plan and the choice of term.
- (ii) A committee comprised of two (2) O.E.C.T.A./A.E.F.O. appointees and **two (2)** Board appointees shall meet **to** review the applications for the purpose of making recommendations to the **Board** concerning acceptance or denial of same.
- (iii) Acceptance of a Teacher's application will **be** at the sole discretion **of** the Board.
- (iv) Decisions regarding applications will be forwarded to the Teacher, in writing, by May 1st in the school year in which the request is made.

20:14 (e) Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the Teacher and the Board:

- i)** Each Teacher in the Plan shall sign an agreement as per **20:14(h)** with the Board. The agreement shall specify the terms and conditions **agreed to** by ~~the~~ Teacher and the Board.
- (ii)** A Trust Account will be established with the Royal Bank of Canada, **620 E.** Victoria Avenue, ~~for~~ each Teacher in the Plan. The deferred earnings shall **be** deposited **to** this account on the regularly established pay dates, where it shall be retained by the Board for the Teacher and **accumulate** interest until the year of leave or dissolution of the agreement between the Board and the Teacher.
- (iii)** **Funds** in the Trust Account will be held in a signature account for the first **\$4,999.**, then in the Royal Money Maker Account and **earn** interest at the rates established by ~~the~~ Bank.
- (iv)** Interest earned by the Trust Account in a taxation year will be paid to the employee by the end of the year.
- (v)** In each year of the Plan, preceding the year of leave, ~~the~~ Teacher will deposit a percentage of the proper grid salary and applicable allowance in accordance with the agreement.
- (vi)** In the year of ~~the~~ leave the Board shall pay **to** the Teacher the total of the deferred salary instalments, plus any interest in the signature account and Royal Money Maker Account, conforming to the regular pay **periods** set forth in the year of the leave or in **one or two** Jump **sums**, if requested by ~~the~~ Teacher.
- (vii)** While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the **salary** the Teacher would have received had the individual not **been enrolled** in the Plan.
- (viii)** A Teacher's fringe benefits will **be** maintained by the Board during the leave of absence. However, the premium cost of all fringe benefits shall be paid by the Teacher during the year of the leave, subject to conditions of the insurance **carrier(s)**.

20:14 (e) (ix) While on leave, any benefits tied to Salary leave shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had the latter not been enrolled in the Plan.

(x) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, Superannuation and any benefits in the Collective Agreement. The amount deducted for Superannuation will be controlled by rulings as received from the Ontario Superannuation Commission and Revenue Canada.

(xi) **Revenue Canada Contingencies**

The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada. The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Association and the participating Teacher and after the receipt of a ruling of Revenue Canada and of its terms. The participating Teachers will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

(f) **Terms of Reference**

(i) Upon the return of a Teacher from a Deferred Salary Leave, the Board shall endeavour to assign a Teacher to the same division or where applicable, to an equivalent position of responsibility. If due to declining or changing enrolment patterns, said position no longer exists, the employee will be governed by the appropriate terms of this agreement.

(ii) Sick Leave Credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of accumulated sick leave days the individual had before going on leave.

(iii) The year of leave shall be recognized for the accumulation of seniority, but not for salary increments.

(iv) All Teachers wishing to participate in the Plan shall be required to sign a contract as per 20:14(h) supplied by the Board.

20:14 (g) Withdrawal from the Plan

- (i) A Teacher may withdraw from the Plan effective August 31st, by giving written notice to the Board by the preceding April 30th, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding April 15th.
- (ii) Where it can be demonstrated to the Board by a Teacher who is a participant in the Plan, that a financial emergency exists, or where a Teacher who is a participant in the Plan is identified as being surplus, the notice period shall be waived and the accumulated funds shall be released to the Teacher within sixty (60) days.
- (iii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a Teacher may choose to remain in the Plan, or receive repayment as per (e)(vi).
- (iv) Should (g) (iii) result in a leave of absence being taken past the original designated year of leave, any monies accumulated by the terminal date will remain in the account and continue to accumulate interest until the leave of absence is granted.
- (v) Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Teacher's estate, providing the legal consents or releases required have been obtained.

20:14 (h)

THE LAKEHEAD DISTRICT CATHOLIC SCHOOL BOARD
APPLICATION AND CONTRACT
FOR PARTICIPATION IN THE TEACHER FUNDED
SALARY LEAVE PLAN

I have read the terms and conditions of The Lakehead District Roman Catholic School Board Deferred Salary Leave Plan and hereby agree to enter the plan under the following terms and conditions:

1. Enrolment Date

I wish to enrol in the Plan commencing _____

2. Year of Leave

I wish to take my Leave of Absence from the Lakehead District Roman Catholic Separate School Board from _____ to _____

3. Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

(a) Commencing September 1, 19____, I wish to defer _____% of each of my salary payments for the next _____ years.

(b) Any interest or additional amounts that have been earned or accrued on the deferred amount in a taxation year for the benefit of the employee, shall be paid in that year to the employee.

(c) Annually the Lakehead District Roman Catholic Separate School Board agrees to provide me with a statement regarding the status of my account.

(d) In the year of my leave the total monies accumulated as of August 31st of that year will be paid to me according to the terms of Article 8 of the Collective Agreement or in either a single or in two lump sum payments as mutually agreed between myself and the Board.

(e) It is understood that the Lakehead District Roman Catholic Separate School Board and the Thunder Bay Units of O.E.C.T.A. and A.E.F.O. assume no responsibility for any consequences arising out of this plan related to effects on my superannuation provisions, income tax arrangements, Unemployment Insurance, the Canada Pension Plan, or any other liabilities incurred by me as a result of my participating in the Plan.

Teacher's Signature

Director of Education Signature

Present Assignment

Board Chairperson

Teacher's Present School

Witness

Witness

Date

20:15 Return After Leave

Upon the return of a Teacher from a Leave of Absence for a period of one year or less, the Board shall endeavour to assign the Teacher to the same division occupied before the leave began.

ARTICLE 21 - SABBATICAL LEAVE

21:01 purpose

Sabbatical Leave shall be utilized for the purpose of educational improvement or development, educational studies, research or leadership training, or for special preparation which is necessary to provide an identified need that the Board requires or is planning to offer, with the exception of studies leading to the basic requirements as outlined by the Provincial Government.

21:02 Eligibility

A Teacher must have a minimum of five (5) years of employment as a Teacher with this Board.

21:03 Terms and Conditions

- (a) Teachers on Sabbatical Leave shall receive seventy-five percent (75%) of salary.
- (b) The Board shall pay its full share of the Teacher's fringe benefits as if the latter were on full salary.
- (c) The leave shall be for a period of not longer than one (1) year.
- (d) The Teacher shall retain the Cumulative Sick Leave Credits accumulated up to the time of the leave.
- (e) On return from a Sabbatical Leave the Teacher shall be placed in a position at least equivalent to that occupied prior to that leave, and for the purposes of salary and other benefits shall be credited with the appropriate experience allowance while on a Sabbatical Leave.

21:04 Number

- a) To facilitate Sabbatical Leaves of varying duration, Sabbatical Leaves shall be determined in terms of units of leave on the following basis:
 - one unit = 1 month
 - ten units = 1 year

- 21:04 (b) In any one year, the Board may grant Sabbatical Leaves equivalent to one per cent (1%) of the teaching staff or one (1) Teacher per school year (whichever is the lesser) and who are members of O.E.C.T.A. or A.E.F.O. In terms of units, the maximum number of equivalent units which the Board may grant in any one year is ten (10).
- (c) The selection of applications shall be solely at the discretion of the Board.

21:05 **Applications**

- (a) Applications for Sabbatical Leave shall be submitted in writing to the Director of Education with an information copy to be forwarded by the applicant to the latter's immediate superior officer. In addition, the applicant shall provide as required by the Director of Education, detailed plans and activities with respect to the utilization of the Sabbatical Leave.
- (b) Applications for Sabbatical Leave of four (4) months to one (1) year in duration, shall be submitted to the Director of Education not later than December 31st prior to the school year in which the leave is to be taken. Notification of approval of those accepted for Sabbatical Leave shall be given no later than March 15th.
- (c) Applications for Sabbatical Leaves of less than four (4) months duration shall be submitted not later than two (2) months in advance of the proposed commencement of the leave. Notification of approval of those accepted for Sabbatical Leave shall be given as soon as practicable after receipt and processing of the application.

21:06 **Commitment**

Teachers granted a one (1) year Sabbatical Leave shall give a commitment in writing in a form approved by the Board to remain on the staff of the Board for a minimum of three (3) years, following their return from Sabbatical Leave. Failure to fulfill this post-leave commitment will result in return payment to the Board by the Teacher of the salary and benefits paid during the Sabbatical Leave, such payment to be pro-rated according to the years of post-leave service outstanding.

ARTICLE 22 • RETIREMENT GRATUITY

- 22:01 (a) Upon retirement each Teacher shall be granted Cumulative Sick Leave Credit Gratuity for a period equal to the unexpended portion of the Teacher's Cumulative Sick Leave Credits in accordance with the following formula. In no case shall the years of service exceed thirty (30) and the days credit in reserve exceed two hundred (200)

FORMULA: $P \times SLC \times 1/200 \times AS$

P percentage rate outlined below

SLC days of the Cumulative Sick Leave Credits

AS annual salary on date of retirement

- (b) Percentage Rates shall be:

| | |
|--|-----|
| After 10 years service with the Board..... | 10% |
| After 11 years service with the Board..... | 12% |
| After 12 years service with the Board..... | 14% |
| After 13 years service with the Board..... | 16% |
| After 14 years service with the Board..... | 18% |
| After 15 years service with the Board..... | 20% |
| After 16 years service with the Board..... | 22% |
| After 17 years service with the Board..... | 24% |
| After 18 years service with the Board..... | 26% |
| After 19 years service with the Board..... | 28% |
| After 20 years service with the Board..... | 30% |
| After 21 years service with the Board..... | 32% |
| After 22 years service with the Board..... | 34% |
| After 23 years service with the Board..... | 36% |
| After 24 years service with the Board..... | 38% |
| After 25 years service with the Board..... | 40% |
| After 26 years service with the Board..... | 42% |
| After 27 years service with the Board..... | 44% |
| After 28 years service with the Board..... | 46% |
| After 29 years service with the Board..... | 48% |
| After 30 years service with the Board..... | 50% |

- (c) In the event of the death of a Teacher after retirement but before payment of the full benefits of the retirement gratuity as provided above, such remaining benefits shall be paid to the Teacher's estate.
- (d) All benefits provided above shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board.

ARTICLE 23 - OTHER BENEFITS

- 23:01** O.H.I.P. • The Board shall pay **100%** of the premium cost of the Ontario Health Insurance Plan.
- 23:02** SEMI-PRIVATE • The Board shall pay 100% of the premium cost of the Blue ~~Cross~~ Semi-Private coverage.
- 23:03** DRUG PLAN • The Board shall pay 100% of the premium cost of Blue Cross Extended Health Coverage on the basis of **\$25.00** single deductible and **\$50.00** family deductible, with 90% of the balance paid by the carrier and **10%** by the person covered.
- 23:04** GROUP LIFE • ~~The~~ Board shall pay 100% of the Group Life Insurance premium on coverage of **1 1/2** times the ~~annual~~ salary rounded to the next highest \$1,000 to a maximum of **\$90,000**.
- 23:05** DENTAL • The Board shall pay 75% of the premium cost for the dental plan ~~Blue Cross~~ Dental Plan #9, using the Ontario Dental Association's latest prevailing rates.
- 23:06** LONG TERM DISABILITY INSURANCE • The Board will administer a Long Term Disability Insurance Plan and ~~excess~~ Group Life Insurance coverage only insofar as it effects the requirement to make the necessary payroll deductions and payments to the appropriate agency with the Teachers to absorb the full premium cost.
- 23:07** CHIROPRACTIC COVERAGE • ~~The~~ Board will pay 100% of the premium cost of Blue Cross Chiropractic Coverage.
- 23:08** VISION CARE PLAN • The Board shall pay 100% of the premium for the Blue ~~Cross~~ Vision Care Plan **\$175/24** months.
- 23:09** DELUXE TRAVEL PLAN • The Board shall pay 100% of the premium for the Blue Cross Deluxe Travel Plan.
- 23:10** Provided such coverage is available, coverage for Extended Health Care, Semi-Private, Chiropractor, Dental, and Vision shall include dependant students under the age of ~~cf~~ twenty-five (25) ~~years~~.
- 23:11** Pro-Rating of Benefits:
Teachers ~~hired~~ to the staff effective September 1, 1986 and thereafter whose appointment is ~~less~~ than half-time basis shall have the Board's share of benefit premium costs ~~pro-rated~~ accordingly.

REFER TO APPENDIX C FOR A FURTHER EXPLANATION OF THE INSURANCE BENEFITS

- 23:12** Any change to existing benefit plans or the addition of new benefit plans as a result of negotiations shall become effective at the earliest possible date following the date of ratification of a new agreement subject to acceptance of the carriers involved.
- 23:13** (a) A Committee, to be known as the Board-Teacher Benefits Committee, established by May 1, 1982, composed of six (6) members, three (3) appointed by the Board and three (3) by the Branch Affiliates, shall continue as required to:
- (1) Review existing benefits and contributions covered by this Article.
 - (2) Examine current Board/Teacher premium contributions.
 - (3) Consider equivalent benefits or alternate carriers and their relationship to existing levels of premium contribution.
- (b) The Committee may make recommendations to the parties based on its findings, as deemed appropriate.
- (c) The Committee shall be provided with such information, as available necessary to its functions.
- (d) Representatives of either party on the Committee may obtain technical or outside assistance as they deem necessary, the costs of such assistance shall be borne by the party seeking it, unless otherwise agreed.

SECTION IV - RESPONSIBILITY ALLOWANCES AND SALARIES

ARTICLE 24 - DEFINITION OF LEVELS

24:01 Pre-Level

- (a) Teachers who are members of O.E.C.T.A. or A.E.F.O. and who hold only temporary certificates as Teachers of Oral French to English speaking pupils in Elementary Schools of Ontario.
- (b) Persons who hold a Letter of Permission, except those who, holding a permanent certificate qualifying them to teach in schools where French is the language of instruction, are employed as Teachers of Oral French and the levels of such latter persons shall be determined by the terms of 24:02 below.

24:02 Categories outlined by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 3 shall be used.

24:03 (a) Any Teacher who presents to the Superintendent of Human Resources, on or before December 31st in any school year, a Q.E.C.O. Statement of Evaluation (or Letter of Evaluation if teaching on a Letter of Standing), will be placed at the proper level in the new category retroactive to the first day of September of the school year in which the certificate is presented.

(b) However, where in the event that through no fault of the Teacher, presentation of said certificate on or before December 31st is not possible, the Teacher shall provide the Superintendent of Human Resources with proper written notification on or before December 31st, accompanied by appropriate documentation establishing the Teacher's case. If in the opinion of the Superintendent of Human Resources the validity of the Teacher's situation has been established, the superintendent of Human Resources shall upon receipt of the Q.E.C.O. Statement of Evaluation, or Letter of Evaluation as the case may be, honour the placement of the Teacher at the proper category level, retroactive to the first day of September of the school year in which the Certificate is presented.

24:04 (a) Any Teacher, who as a result of the completion of an accredited half course in December, or as a result of a December supplemental exam for an accredited course, presents to the Superintendent of Human Resources, on or before April 1st immediately following, proof of successful completion of said half or whole course along with an appropriate Q.E.C.O. Evaluation Certificate governing same, will be placed at the new proper salary category level retroactive to January 1st immediately following successful completion of said course.

(b) However, where, in the event that through no fault of the Teacher the presentation of said certificate on or before April 1st is not possible, the Teacher shall provide the Superintendent of Human Resources with proper written notification on or before April 1st, accompanied by appropriate documentation establishing the Teacher's case. If in the opinion of the Superintendent of Human Resources, the validity of the Teacher's situation has been established, the Superintendent of Human Resources shall upon receipt of the Q.E.C.O. Certificate honour the placement of the Teacher at the proper category level retroactive to the first day of January of the school year in which the Certificate is presented.

ARTICLE 25 - COORDINATORS AND CONSULTANTS

- 25:01** Coordinators shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective September 1, 1992 - \$7,898

Effective August 31, 1993 - \$7,957

Effective September 1, 1993 - \$8,116

Effective August 31, 1994 - \$8,177

- 25:02** Consultants shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective September 1, 1992 - \$3,949

Effective August 31, 1993 - \$3,979

Effective September 1, 1993 - \$4,059

Effective August 31, 1994 - \$4,089

ARTICLE 26 • OTHER ALLOWANCES

- 26:01** Curriculum Chairpersons shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective September 1, 1992 - \$2,904

Effective August 31, 1993 - \$2,926

Effective September 1, 1993 - \$2,985

Effective August 31, 1994 - \$3,007

26:02 Trade/Technical or Business Experience Allowance

- (a) Effective September 1, 1990, all qualified teachers shall receive an allowance of \$500.00 per year up to a maximum of five (5) years for technical/trade or business experience. This allowance shall not exceed the maximum salary for the teacher's salary category.
- (b) Technical/trade or business experience required for entrance into an Ontario College of Education or an Ontario Faculty of Education shall not be counted towards the calculation of the allowance in Clause (a).
- (c) Technical/trade or business experience shall be defined as wage earning work experience in a technical/trade or business field directly related to the subject to be taught by the teacher. It shall not include experience in an apprenticeship or in any training program. The teacher claiming related experience shall be required to furnish proof satisfactory to the Board.

ARTICLE 27 • VICE-PRINCIPALS

27:01 Vice-Principals shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective September 1, 1992 - \$5,646
Effective August 31, 1993 - \$5,688
Effective September 1, 1993 - \$6,802
Effective August 31, 1994 - \$6,853

ARTICLE 28 - PRINCIPALS

28:01 Each Principal shall be paid a base salary of:

Effective September 1, 1992 - \$72,863
Effective August 31, 1993 - \$73,409
Effective September 1, 1993 - \$74,877
Effective August 31, 1994 - \$75,439

28:02 In addition, a responsibility allowance over base salary shall be paid to Principals of Secondary Schools as follows:

Effective September 1, 1992 - \$7,969
Effective August 31, 1993 - \$8,029
Effective September 1, 1993 - \$9,190
Effective August 31, 1994 - \$9,259

ARTICLE 29 -TEACHER DESIGNATE

29:01 In the case of the extended absence of three weeks or more of a Teacher in a Position of Responsibility and upon the recommendation of the Director of Education, a Teacher shall be appointed to act in the position. The salary for the acting position shall be pro-rated to the current salary grid and allowance of the Position of Responsibility

ARTICLE 30 • ACTING PRINCIPAL

30:01 In the case of an extended absence of the Principal and upon the recommendation of the Director of Education, an acting Principal shall be appointed in accordance with Board policy concerning instructional staffing of schools. The Acting Principal's salary shall be pro-rated to the Principal's current salary.

30:02 Where the Acting Principal has vacated the position of Vice-Principal or Teacher Designate, upon the recommendation of the Director of Education, a Teacher shall be appointed to fill the vacated position and shall be paid the appropriate allowance on a pro-rated basis.

ARTICLE 31 -SCHOOL YEAR

31:01 Where a School Board has been authorized to commence a school year prior to September 1, Teachers shall be paid according to the Collective Agreement which comes into effect that September.

ARTICLE 32 - PROFESSIONAL DEVELOPMENT

32:01 One hundred dollars (\$100.) per FTE will be designated to each school. Professional development funds shall be allocated by the Principal.

ARTICLE 33 -TEACHER SALARIES

33:01 Teacher salaries shall be in accordance with the Table of Salaries as provided for in Section V of this Agreement.

BOARD TEACHER SALARY NEGOTIATIONS - 1992/93

SECONDARY TABLE OF SALARIES

EFFECTIVE SEPTEMBER 1, 1992

| | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> |
|-----------|--------------|--------------|--------------|--------------|--------------|
| | <u>A</u> | <u>A-1</u> | <u>A-2</u> | <u>A-3</u> | <u>A-4</u> |
| 0 | \$28,954 | \$31,471 | \$33,018 | \$35,535 | \$38,463 |
| 1 | \$30,692 | \$33,360 | \$35,025 | \$37,720 | \$40,820 |
| 2 | \$32,430 | \$35,250 | \$37,032 | \$39,905 | \$43,178 |
| 3 | \$34,168 | \$37,139 | \$39,037 | \$42,089 | \$45,537 |
| 4 | \$35,907 | \$39,029 | \$41,045 | \$44,275 | \$47,895 |
| 5 | \$37,646 | \$40,919 | \$43,051 | \$46,461 | \$50,252 |
| 6 | \$39,384 | \$42,809 | \$45,057 | \$48,646 | \$52,611 |
| 7 | \$41,122 | \$44,698 | \$47,065 | \$50,831 | \$54,968 |
| 8 | \$42,861 | \$46,589 | \$49,070 | \$53,017 | \$57,325 |
| 9 | \$44,600 | \$48,478 | \$51,077 | \$55,202 | \$59,684 |
| 10 | \$46,336 | \$50,365 | \$53,080 | \$57,387 | \$62,043 |
| 11 | | | | \$59,568 | \$64,404 |

NOTE Salaries are rounded to the nearest dollar.

BOARD TEACHER SALARY NEGOTIATIONS - 1992/93

SECONDARY TABLE OF SALARIES

AUGUST 31, 1993

| | <u>LEVEL</u> <u>A</u> | <u>LEVEL</u> <u>A-1</u> | <u>LEVEL</u> <u>A-2</u> | <u>LEVEL</u> <u>A-3</u> | <u>LEVEL</u> <u>A-4</u> |
|-----------|--------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 0 | \$29,171 | \$31,707 | \$33,266 | \$35,802 | \$38,751 |
| 1 | \$30,922 | \$33,610 | \$35,288 | \$38,003 | \$41,126 |
| 2 | \$32,673 | \$35,514 | \$37,310 | \$40,204 | \$43,502 |
| 3 | \$34,424 | \$37,418 | \$39,330 | \$42,405 | \$45,879 |
| 4 | \$36,176 | \$39,322 | \$41,353 | \$44,607 | \$48,254 |
| 5 | \$37,928 | \$41,226 | \$43,374 | \$46,809 | \$50,629 |
| 6 | \$39,679 | \$43,130 | \$45,395 | \$49,011 | \$53,006 |
| 7 | \$41,430 | \$45,033 | \$47,418 | \$51,212 | \$55,380 |
| 8 | \$43,182 | \$46,938 | \$49,438 | \$53,415 | \$57,755 |
| 9 | \$44,935 | \$48,842 | \$51,460 | \$55,616 | \$60,132 |
| 10 | \$46,684 | \$50,743 | \$53,478 | \$57,817 | \$62,508 |
| 11 | | | | \$60,015 | \$64,887 |

NOTE Salaries are rounded to the nearest dollar.

BOARD TEACHER SALARY NEGOTIATIONS - 1992/93

SECONDARY TABLE OF SALARIES

EFFECTIVE SEPTEMBER 1, 1993

| | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> | <u>LEVEL</u> |
|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | <u>A</u> | <u>A-1</u> | <u>A-2</u> | <u>A-3</u> | <u>A-4</u> |
| 0 | \$29,754 | \$32,341 | \$33,931 | \$36,518 | \$39,526 |
| 1 | \$31,540 | \$34,282 | \$35,994 | \$38,763 | \$41,949 |
| 2 | \$33,326 | \$36,224 | \$38,056 | \$41,008 | \$44,372 |
| 3 | \$35,112 | \$38,166 | \$40,117 | \$43,253 | \$46,797 |
| 4 | \$36,900 | \$40,108 | \$42,180 | \$45,499 | \$49,219 |
| 5 | \$38,687 | \$42,051 | \$44,241 | \$47,745 | \$51,642 |
| 6 | \$40,473 | \$43,993 | \$46,303 | \$49,991 | \$54,066 |
| 7 | \$42,259 | \$45,934 | \$48,366 | \$52,236 | \$56,488 |
| 8 | \$44,046 | \$47,877 | \$50,427 | \$54,483 | \$58,910 |
| 9 | \$45,834 | \$49,819 | \$52,489 | \$56,728 | \$61,335 |
| 10 | \$47,618 | \$51,758 | \$54,548 | \$58,973 | \$63,758 |
| 11 | | | | \$61,215 | \$66,185 |

NOTE Salaries are rounded to the nearest dollar.

BOARD TEACHER SALARY NEGOTIATIONS - 1992/93

SECONDARY TABLE OF SALARIES

AUGUST 31, 1994

| | LEVEL | LEVEL | LEVEL | LEVEL | LEVEL |
|----|----------|----------|----------|----------|----------|
| | A | A-1 | A-2 | A-3 | A-4 |
| 0 | \$29,977 | \$32,584 | \$34,185 | \$36,792 | \$39,822 |
| 1 | \$31,777 | \$34,539 | \$36,264 | \$39,054 | \$42,264 |
| 2 | \$33,576 | \$36,496 | \$38,341 | \$41,316 | \$44,705 |
| 3 | \$35,575 | \$38,452 | \$40,418 | \$43,577 | \$47,148 |
| 4 | \$37,177 | \$40,409 | \$42,496 | \$45,840 | \$49,588 |
| 5 | \$38,977 | \$42,366 | \$44,573 | \$48,103 | \$52,029 |
| 6 | \$40,777 | \$44,323 | \$46,650 | \$50,366 | \$54,471 |
| 7 | \$42,576 | \$46,279 | \$48,729 | \$52,628 | \$56,912 |
| 8 | \$44,376 | \$48,236 | \$50,805 | \$54,892 | \$59,352 |
| 9 | \$46,178 | \$50,193 | \$52,883 | \$57,153 | \$61,795 |
| 10 | \$47,975 | \$52,146 | \$54,957 | \$59,415 | \$64,236 |
| 11 | | | | \$61,674 | \$66,681 |

NOTE Salaries are rounded to the nearest dollar.

SECTION VI - CONTINUING EDUCATION

ARTICLE 34 • CONTINUING EDUCATION

34:01 All Continuing Education Teachers as defined in Clause 34:03 below shall be paid according to the following schedule:

Effective September 1, 1992 • \$38.72 per hour including vacation pay

34:02 Notwithstanding any other provision of this collective agreement including without limiting the generality thereof, the scope clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to an alleged violation, misinterpretation or misapplication of Clause 34:01 above.

34:03 Continuing Education Teacher means a Continuing Education Teacher as defined in the Education Act.

34:04 Effective September 1, 1992, the Summer School Principal shall receive a salary of \$4,953.00 including vacation pay.

APPENDIX A

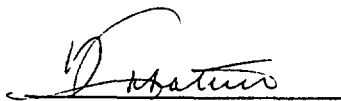
LETTER OF INTENT

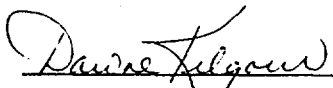
TEACHER-LIBRARIANS

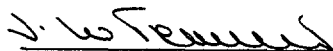
The Board agrees to maintain the staffing of Teacher Librarians in effect as of December 10, 1992 until August 31, 1994.

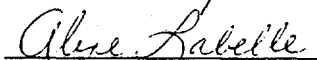
For the Board

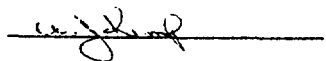
For the Associations













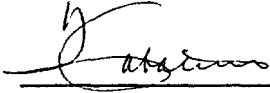
APPENDIX B

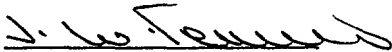
LETTER OF UNDERSTANDING

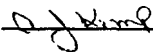
RESTRUCTURING

In the event the Board is actually required to implement destreaming, the Board will receive written submissions from the Associations for the Board's consideration with respect to matters that the Associations consider relevant about destreaming. Nothing herein shall interfere, restrain or otherwise diminish the Board's right to implement policies and programs related to destreaming.

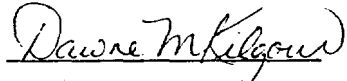
For the Board







For the Assodations







THIS SECTION DOES NOT FORM A PART OF THE COLLECTIVE AGREEMENT BUT WILL BE APPENDED TO THE BACK OF THE COLLECTIVE AGREEMENT FOR REFERENCE PURPOSES ONLY.

BENEFIT PLANS

The following is a summary description of the various benefit plans which are outlined in greater detail in the Benefits Program package supplied to you by the Board. Actual plan conditions and limitations are governed by the group insurance policies issued to the Board by the insurers. These benefits are subject to change by the Insurers.

HOSPITALIZATION

Covers the full difference in costs between public ward and semi-private room in Ontario without deductible or co-insurance. Also provides semi-private hospitalization out of province up to comparable costs in **Ontario**.

EXTENDED HEALTH BENEFITS

Covers 90% of costs for the following services after a yearly deductible of \$25 single and \$50 family.

- Prescribed drugs obtained on a written prescription
- Services of a registered nurse
- Prosthetic appliances and medical equipment
- Dental treatment following an accident
- Ambulance service
- Additional cost for private hospital room
- Physiotherapist
- Clinical psychologist, \$35 first visit and \$20 per hour to a maximum of \$200 per benefit period
- Masseur up to \$7 per visit, maximum 12 treatments (medical certificate required)
- Speech therapist up to \$200 per benefit period (M.D. certificate required)
- Chiropractor, osteopath, chiropodist, podiatrist or naturopath up to \$15 per treatment, maximum 20 treatments per benefit period
- Makes allowances towards medical services when travelling outside the province.

VISION CARE

Allows up to \$175.00 over 24 month period for eye glasses or contact lenses. No deductible or co-insurance.

DELUXE TRAVEL PLAN

Provides additional protection when travelling outside the province for emergency illness or injuries. Coverage is limited to 60 days per trip. Refer to Blue Cross brochure for complete details.

DENTAL PLAN

Provides the following dental services with allowances based on the current Ontario Dental Association schedule of **fees**. There is no deductible or co-insurance.

- Examinations
- consultations
- Radiographs (X-rays)
- Diagnostic services
- Preventive services - cleaning, fluoride treatments, space maintainers
- Restoration including fillings and stainless steel crowns
- Extractions
- Anesthesia
- Endodontics - root canal treatment
- Periodontal - diagnosis and treatment of gum tissue
- Surgical services
- Adjustments, repair or relining of existing dentures.

GROUP LIFE INSURANCE

You are insured for 150% of annual salary to a maximum of \$90,000 plus an additional basic amount of \$25,000. **You** may elect optional insurance in units of \$25,000 to a maximum of \$100,000. Any optional amounts require satisfactory evidence of insurability as determined by the insurance company and you are responsible for all the premiums.

There is a waiver of premium on the Group Life if totally disabled before age 65. **All** insurance terminates at age 65.

LONG TERM DISABILITY

Benefits begin following 60 teaching days of absence due to continuous disability and **continue** to the earlier of recovery, death or attainment of age 65.

The amount payable is up to 60% of monthly earnings to a maximum benefit of \$4,500. An additional 6.9% of earnings is payable towards the required contribution to the Teachers Pension plan.

Please note that the amount payable is offset by any payments from Canada Pension Plan, Workers' Compensation or other disability income.

Where the individual has sufficient Sick Leave Credits, **Long Term** Disability payments are topped-up to 100% of normal monthly salary by utilizing partial credits until they are exhausted. Under this arrangement 2/5 of a day is charged against the SLC for each day of top-up.

For complete details of this plan, please refer to the Metropolitan Life booklet included in the Benefits Folder

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RECOGNITION DAYS

The Lakehead District Roman Catholic Separate School Board concurs with the philosophy expressed by the Ministry of Education regarding co-curricular activities. The Board considers co-curricular activities to be an integral part of the educational program and a valuable and enriching experience for the students of the system.

In order to facilitate such programs and to recognize the efforts of the Teachers involved, the Lakehead ~~District~~ Roman Catholic ~~Separate~~ **School** Board **agrees** to:

The granting of compensatory time ~~to a~~ maximum of **two (2)** days during the examination schedules at the discretion of the school principal providing the teacher has performed sixty **(60)** hours of co-curricular activities. Implementation of such days ~~shall be~~ at no cost to the Board and will not result in increased work load for other Teachers. ~~Theses~~ days are to **be** for evaluation ~~or~~ consultation but are not personal days ~~as~~ defined in the collective agreement. The Teacher agrees **to** be available for telephone contact.

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- 1. The Board will arrange a presentation by O.S.B.I.E. for all interested secondary teachers, and the Superintendent of Human Resources will be in attendance at this presentation to provide a Board perspective.**
- 2. The Superintendent of Human Resources will convene meetings with the President of O.E.C.T.A. Secondary and A.E.F.O. Secondary to hear concerns and recommendations related to job postings and transfers.**