



**SUPERIOR NORTH CATHOLIC**  
13 Simcoe Plaza  
Terrace Bay, Ontario  
(807)-825-3209 (Phone)

SOURCE	School
EFF.	98/09/01
TERM.	00/08/31
No. OF EMPLOYEES	260
NOMBRE D'EMPLOYES	LP

(807)-825-3885 (Fax)

**Beraldton**  
St. Joseph  
Catholic School

**Donglas**  
Our Lady of Fatima  
Catholic School

**Marathon**  
Holy Saviour  
Catholic School

**Manitowadge**  
Our Lady of Lourdes  
Catholic School

**Nakina**  
St. Brigid  
Catholic School

**Nipigon**  
St. Edward  
Catholic School

**Red Rock**  
St. Hilary  
Catholic School

**Schreiber**  
Holy Angels  
Catholic School

**Terrace Bay**  
St. Martin  
Catholic School

## COLLECTIVE AGREEMENT

Between

**SUPERIOR NORTH CATHOLIC DISTRICT  
SCHOOL BOARD**

and

**ONTARIO ENGLISH CATHOLIC TEACHERS'  
ASSOCIATION**

**Effective Sept. 1, 1998 - August 31, 2000**

106-15(02)

**SUPERIOR NORTH CATHOLIC district school board**

## **MISSION**

**To provide superior Catholic Education in which students and staff reach their full potential through devotion to gospel values, active partnerships and the celebration of excellence.**

**SUPERIOR NORTH CATHOLIC district school board**

## **VISION STATEMENT**

**We will be spiritual communities of learners who embrace diversity and celebrate Catholic values.**

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## **P R E A M B L E**

WHEREAS it is the desire of both parties to this agreement;

- a) to maintain the existing **harmonious** relationships and settled conditions between **the Board and the Local Bargaining Unit**
- b) to encourage the maximum from the educational environment **of** the school system,
- c) **to** promote the **morale**, well being and the security **of** all the teachers within the **Local Bargaining Units**,
- d) to make the provision of a total **Roman Catholic education**, **as** outlined in the Education Act of **Ontario**, for the pupils of **our** system, **to the best** of our **human and financial resources**, **our** top priority, **to** which end the trustees and teachers will extend their **full co-operation**.

The **terms** of **this** Agreement shall be applicable to all teachers **employed by the Superior North Catholic District School Board**.

**THEREFORE**, it is the mutual desire **of the Board and the teachers to set forth in this agreement** the salaries, employee **insured benefits**, allowances, certain **conditions** of employment, and miscellaneous items governing **the Teachers**.

## DEFINITIONS/ INTERPRETATIONS- IN THIS AGREEMENT

1. "Association" means The Ontario English Catholic Teachers' Association.
2. "the board" means The Superior. North Catholic District School Board.
3. "Local Bargaining Unit" means the combined ~~North~~ of Superior Unit of The **Ontario** English Catholic Teachers' Association (O.E.C.T.A.) and the ~~Geraldton/ Longlac Unit~~ of The Ontario English Catholic Teachers' Association (O.E.C.T.A.)
4. "the Director" means the Director ~~of~~ Education and ~~Secretary-Treasurer~~ of the **Board** and Chief Executive Officer of the **Board**, or his/her delegate.
5. "enrolment" means the total number of full-time equivalent students ~~enrolled in~~ a school or within the **Board**.
6. "the Executive Committee of the Local Bargaining Unit" ~~means~~ the committee elected by Teachers which is authorized ~~to act~~ on behalf of the **Local Bargaining unit**.
7. "grievance" ~~means~~ a claim by a Teacher or a ~~group of~~ Teachers, the **Local Bargaining Unit** or the **Board** relating to the interpretation, application or administration of this agreement, or ~~an~~ allegation that this agreement has been contravened.
8. "Ministry" or "M.E.T." ~~means~~ the Ministry of Education and Training.
9. "occasional teacher" means a Teacher employed by a board to teach ~~as~~ a substitute for a teacher but,
  - a) if the Teacher substitutes for a Teacher who has died during a school year, the Teacher's employment ~~as~~ the substitute for him or her shall not extend past the ~~end of~~ the school **year** in which the death occurred; and
  - b) if the Teacher substitutes for a Teacher who is ~~absent from his~~ or her duties for a temporary period, the Teacher's employment ~~as~~ the substitute for ~~him~~ or her shall not extend past the ~~end~~ of the second school **year** after ~~his~~ or her absence ~~begins~~.
10. "parties to the agreement" means the Board and the Association
11. "part-time teacher" means a Teacher employed by the **Board** on a regular basis ~~for~~ other ~~than~~ full-time duty.
12. "provincial trustees' association" means The **Ontario** Catholic School Trustees' Association (O.C.S.T.A.) with respect to ~~the~~ Board.

13. "Teacher" shall mean any employee of the Board who is
- (a) a teacher **as** defined by Section 1 (1) of the Education Act, and
  - (b) **who** is employed **as** a teacher as defined by Section 1 (1) of the Education Act excluding occasional teachers **as** defined by Section 1 (1.1) of the Education Act; and
  - (c) who is a teacher **as** defined by ~~Part~~ X.1 of the Education Act
14. "years of service" means all continuous ~~service~~ **as** an employee with the Board in the bargaining unit and any of its predecessor boards.
15. words importing the singular number shall include the plural and vice versa and words importing one gender shall include the other gender where appropriate.

## ARTICLE 1 - RECOGNITION

- 1:01 The Board **recognizes** OECTA **as** the sole and exclusive bargaining agent for Teachers in the employ of the Board.
- 1:02 (a) The Board **recognizes** the Negotiating Committee of the Association **as** the committee empowered to negotiate a collective agreement on behalf of all Teachers employed by the ~~Board~~ and the Association undertakes that the Negotiating Committee of the Association is **so** authorized.
- (b) The Association undertakes to inform the **Secretary** of the Board, **in writing**, of the names of the members of the Negotiating Committee of the ~~Association~~.
- 1:03 (a) The Association ~~recognizes~~ the Negotiating Committee of the ~~Board~~ as the committee empowered **to** negotiate a collective agreement on behalf of the Board and the Board undertakes that the Negotiating Committee of the ~~Board~~ is **so** authorized.
- (b) Each party **agrees** to inform the other party in writing whenever a person from outside the jurisdiction of the ~~Board~~ is to be present at the negotiating sessions. The parties endeavour to provide timely notice.
- (c) The Board undertakes **to** inform the Negotiating Committee of the Association, **in writing**, of the names of the members of the Negotiating Committee of the ~~Board~~.
- 1:04 (a) **The Board reserves** to itself, **fully** and exclusively, all management rights and prerogatives conferred on it by statutes, regulations, memoranda, guidelines and procedural directives, save and except to the extent expressly modified, curtailed or limited by any provisions of this collective agreement.



- 1:04 (b) The provisions of ~~this~~ agreements shall not be construed as to prejudicially affect the ~~rights and~~ privileges, with respect to the employment of Teachers under ~~Section 93~~ of The Constitution Act, 1867.
- (c) The Board agrees that it will not exercise its sole discretion ~~as~~ provided in this collective agreement in ~~bad~~ faith.

## ARTICLE 2

### 2:01 Just Cause

No teacher shall be demoted, disciplined or discharged without ~~just~~ cause. The parties agree that a lesser standard applies during the probationary period.

### 2:02 Denominational Rights

The parties ~~and~~ Teachers agree to work for the Roman Catholic goals of education ~~and are~~ committed to the promotion of ~~Roman~~ Catholic principles, philosophy ~~and~~ practices in the schools.

## ARTICLE 3 - DURATION

3.01 This Agreement shall ~~remain~~ in force until August 31, 2000 and shall be automatically renewed ~~from~~ year to year thereafter, unless either party notifies the other party in writing of proposed ~~revisions, additions~~ or deletions to the Agreement, or any of its provisions. Such notification ~~will~~ be made ~~in~~ Writing within the period April 1 to August 31 inclusive when the collective agreement expires on August 31 and within the period of ninety (90) days prior to the termination of ~~this~~ Agreement.

3.02 If notice of ~~amendment~~ or termination is given by either party, ~~the~~ parties shall meet for the purpose of negotiations within ~~thirty~~ (30) days from the giving of notice or within such ~~further~~ period ~~as~~ the parties may mutually agree.

3.03 The parties may ~~at~~ any time upon their mutual ~~agreement~~, negotiate revisions of any provision of ~~this~~ Agreement other ~~than~~ a provision relating to the term of its operation for which ~~consent~~ of the Ontario Labour Relations Board ~~must be obtained~~ on the joint application of the parties.

3:04 There shall be no strike or lock-out during the term of this Agreement. Strike or lock-out will be defined ~~as~~ in the Ontario ~~Labour~~ Relations Act.

## COMPENSATION

### ARTICLE 4 - PLACEMENT ON GRID

- 4:01 Definitions of levels and categories shall be in accordance with regulations, procedures and category definitions of The Qualifications Evaluation Council of Ontario, Program 3. Category A0 shall be defined as those Teachers who were in Categories D, C, and B prior to September 1992.
- 4:02 **Interim Classification** - Teachers who fail to provide the Board with the appropriate documentation placing them on the grid shall be paid according to the documentation held by the Board, as evaluated by the Director of Education in consultation with the Unit President of the Local Bargaining Unit, until such time as the required documents are produced. Teachers who fail to provide the Board with Q.E.C.O. ratings will be placed in Category A0 Without a B. A. degree, and in Category A1, with a B. A. degree, until such time as the required documents are received by the Board.
- 4:03 Holders of Letters of Standing shall be placed by the Board in the standard equated by the Ministry of Education and Training, and the standard is to be equated to Q.E.C.O. levels of category placement subject to Article 4:01. Said teacher will be entitled to retroactive pay as of September 1<sup>st</sup> of that school year.
- 4:04 The onus is on the Teacher to inform the Board in writing prior to the 30<sup>th</sup> of September, in any par, respecting any change which has occurred in the Teacher's category. In addition, each Teacher is expected to notify the Board in writing, as far in advance as practical, of the Teacher's intention to qualify for change in category. If proof of change of category is not available to the Teacher by the 30<sup>th</sup> of September and is subsequently presented to the Board before the 31<sup>st</sup> of December of that year, appropriate salary adjustment will be made retroactive to the 1<sup>st</sup> of September of that school year. The teacher must fulfil all the requirements necessary for a change in category prior to August 31<sup>st</sup>.
- 4:05 Proof of change of QECO category shall be forwarded to the Board prior to the 31<sup>st</sup> of December of any school year. Salary adjustments shall be made retroactive to September 1 of the current school year or date of hire (whichever is later).
- 4:06 Experience shall be credited as of September 1<sup>st</sup> annually. No change in salary for experience shall be paid before the following September 1<sup>st</sup>, except as expressly provided in the "Placement on Grid" article.
- 4:07 It shall be the prerogative of the Board to withhold for one (1) year the increment of a Teacher whose work is inadequate as attested by the Board, provided the Teacher is given notice in writing by the Board before May 30<sup>th</sup> why the Board is withholding

- 4:07** (Cont'd.) the increment, is instructed how to improve, and provided that the Teacher is reinstated at the correct point on the schedule if satisfactory improvement is made. Nothing herein interferes with the right of the Board to dismiss a Teacher for his or her performance and nothing herein interferes with a Teacher to grieve such action.
- 4:08 (a) When Teachers are hired, they shall be credited only with qualified experience whether they taught in Ontario, or elsewhere.
- (b) It shall be the responsibility of the Teachers hired subsequent to May 20, 1999 to furnish, to the Board, signed statements from previous employers of all teaching experience outside the Board.
- 4:09 All elementary and secondary teaching experience, as well as long term occasional teaching experience since September 1, 1995, subsequent to graduation from an Ontario Teachers' College or an Ontario University Faculty of Education, or where M.E.T. has issued a Letter of Standing, shall be recognized.
- 4:10 The Board shall calculate years of experience as of September of each school year according to the following: periods of four (4) or more consecutive complete teaching months shall be added together and the resulting number of months shall be divided by ten (10). A Teacher shall be placed on the grid according to the full number of years of experience.

## ARTICLE 5 - APPLICATION OF SALARY SCHEDULE

- 5:01 Except as otherwise specifically provided for in the terms of this agreement, the annual salary of each Teacher shall be determined in accordance with the grid of this agreement and the Schedule of Allowances.
- 5:02 (a) The Teacher's annual salary shall be paid in twenty-six (26) bi-weekly equal instalments commencing the second teaching Friday in September.
- (b) Should payday fall on a banking holiday, payment shall be made on the preceding banking day.
- (c) Upon the death of a Teacher employed by the Board, all remuneration due to the deceased shall be paid within three (3) months to that person's estate.
- (d) A Teacher is entitled to be paid his or her salary in the proportion that the total number of school days for which the Teacher performs his or her duties in the school year bears to the total number of school days in the school year. For greater clarity, and without limiting the generality, the proportion to be applied for a Teacher who teaches half days will be one-half. A part time Teacher shall be credited with experience for the year in the same proportion as his or her teaching time is to a full teaching year and experience shall be calculated in terms of full months.

- 5:03 (a) The Board shall deduct from the pay of each Teacher Union dues, as defined by subsection 47(2) of the Ontario Labour Relation Act (1995) in twenty-six (26) equal installments and shall remit the amount deducted within thirty (30) days of collection. The Association shall advise the Board in writing of the amount of the deduction.
- (b) The Board shall deduct in equal instalments from the first, third and fifth pay of the school year of each Teacher, College of Teachers' fees provided the full amount can be deducted and remitted to the College of Teachers prior to the date established by the College of Teachers. If it cannot, then the Teacher will pay to the College the full amount as required in advance.
- (c) The Board shall deduct from the first pay of each Teacher the full amount of the fees for the Thunder Bay and District Labour Council and shall remit the amount within thirty (30) days of collection to the Council. The Association shall advise the Board in Writing of the amount of the deduction.
- (d) The Association agrees 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 in accordance with this Article.

## ARTICLE 6 - SALARY GRID

- 6:01 Each Teacher shall be paid a salary according to placement on the salary grid (Schedule A) (Categories A0, A1, A2, A3, & A4) in accordance with Articles 4 and 5 above.
- 6:02 A copy of the salary calculation for the individual Teacher will be supplied to the Teacher along with updated figures for sick-leavedays, Board seniority position and total years of teaching experience, no later than October 31st of the current teaching year.
- 6:03 Effective September 1, 1998, a Teacher who had been employed by the previous Geraldton District R.C.S.S. Board immediately prior to employment with the Superior North Catholic District School Board
- i) shall receive his or her increment, if applicable, based on the grid in effect on August 31, 1998 at the Geraldton District R.C.S.S. Board and
  - ii) thereafter each cell in the grid in the Geraldton District R.C.S.S. Board as it was on August 31, 1998 shall be adjusted to equal the value of the same cell in the North of Superior District R.C.S.S. Board as it was on August 31, 1998, provided that the increase in value does not exceed two hundred and

6:03  
(Cont'd.)

ii) **fitly (250)** dollars. The Teacher shall receive the said increase. In the event the increase is **less** than two hundred and **fitly (250)** dollars, the Board shall pay to the Teacher the difference between two hundred and **fitly (250)** dollars and the said increase. Notwithstanding the foregoing, in the event there is a Teacher whose salary would be decreased by the above noted adjustment, his or her **salary** will not be decreased by the said adjustment.

6:04

Effective September 1, 1998 a Teacher who had been employed by the previous **North** of Superior District R.C.S.S. **B o d** immediately prior to employment **with** the Superior **North** Catholic District School **Board** shall receive his or her increment, if applicable, plus two hundred and **fitly (250)** dollars. Such payment **of two** hundred and fifty **(250)** dollars shall not be **used** to adjust the grid **values** in effect on August 31, 1998.

6:05

**Effective** September 1, 1999, a Teacher who had been employed by the previous Geraldton District R.C.S.S. Board immediately prior to employment with the Superior North Catholic District School **Board**:

- i) shall receive his or her increment, if applicable, based on the grid in effect on August 31, 1999 at the previous Geraldton District R.C.S.S. **Board** and
- ii) thereafter each **cell** in the grid in the previous Geraldton District R.C.S.S. Board as it **was** on August 31, 1999 shall be adjusted to equal **the** value of the same cell in the previous North of **Superior** District R.C.S.S. Board as it **was** on August 31, 1999

6:06

Effective September 1, 1999 a Teacher who had been employed by the previous **North** of Superior District R.C.S.S. Board immediately prior to employment **with** the Superior **North** Catholic District School **Board**, shall receive **his** or her increment, **if** applicable, plus five hundred **(500)** dollars. Such payment of five hundred (500) dollars shall not be used to adjust the grid values in effect on August 31, 1999.

6:07

Each Teacher **in** the employ **of** the Board **shall** receive a copy of this collective agreement.

6:08

The cost of printing of the Agreement shall be shared equally by the **Board** and O.E.C.T.A.

SCHEDULE A

North of Superior District R.C.S.S. Board  
 Sept. 1998 Salary Schedule (GRID)

YEAR	A 0	A 1	A 2	A 3	A 4
0	31,928	32,980	35,130	37,714	39,179
1	33,658	34,912	37,314	39,983	41,618
2	35,390	36,844	39,489	42,261	44,057
3	37,121	38,776	41,683	44,520	46,496
4	38,853	40,708	43,867	46,788	48,934
5	40,585	42,640	46,051	49,057	51,373
6	42,317	44,573	48,236	51,325	53,812
7	44,049	46,505	50,420	53,594	56,251
8	45,781	48,437	52,604	55,862	58,690
9	47,512	50,369	54,788	58,131	61,129
10	49,244	52,301	56,973	60,399	63,567
11	50,976	54,233	59,157	62,668	66,006
12				64,936	68,445

Geraldton District R.C.S.S. Board  
 Sept. 1998 Salary Schedule (GRID)

YEAR	A 0	A 1	A 2	A 3	A 4
0	30,008	31,924	33,798	35,980	37,836
1	31,996	34,039	35,912	38,159	40,011
2	33,986	36,155	38,028	40,340	42,194
3	35,976	38,272	40,143	42,521	44,376
4	37,964	40,387	42,260	44,701	46,558
5	39,953	42,503	44,376	46,883	48,739
6	41,943	44,620	46,494	49,064	50,919
7	44,069	46,883	48,607	51,244	53,101
8	46,200	49,151	50,721	53,427	55,281
9	47,909	50,987	52,838	55,607	57,462
10		53,084	54,955	57,787	59,642
11			57,069	59,969	61,813
12				62,150	64,005
13					66,187

## ARTICLE 7 - SPECIAL ALLOWANCES

### 7:01 Consultants/Coordinators

A Consultant and/or Coordinator shall be paid a responsibility allowance of

Year 1	-	\$910
Year 2	-	\$1,010
Year 3	-	\$1,112
Year 4	-	\$1,212
Year 5	-	\$1,314

per annum at a pro-rated responsibility allowance based on the amount of time spent on that duty.

### 7:02 Education Courses

- a) The Board will pay a Teacher presently in Category A4 who earns a post graduate degree recognized by QECO 3 which has not been used to determine Category placement in A4, a one-time allowance of five hundred (\$500) per degree.
- b) Teachers hired prior to September 1993 will receive payment of five hundred dollars (\$500) per year for each post graduate degree above and beyond placement on the grid.
- c) For greater clarification, Teachers who had been employed by the previous Geraldton District R.C.S.S. Board immediately prior to employment with the Superior North Catholic District School Board and who accessed Article 7.04 of the previous Geraldton District R.C.S.S. Board collective agreement are not entitled to payment under this article.

7:03 If the Board requires a Teacher to take a specialized course, the Board will pay for all the expenses incurred by the Teacher for this course.

7:04 The Board will pay no expenses incurred by the Teacher for a course taken as a condition upon hiring. [It is understood that a Teacher who chooses to take a course to avoid displacement pursuant to article 12 is not required to take a course pursuant to this Article.]

7:05 Any Teacher required to travel on school business shall be paid a travel allowance at the current rate of the Board.

## ARTICLE 8 - RETIREMENT GRATUITY

- 8:01** A Teacher who was covered by the terms of the collective agreement between the previous Geraldton District R.C.S.S. Board and OECTA immediately preceding employment with the Superior North Catholic District School Board and who was employed by the Board at May 20, 1999 will continue to be governed by the terms of the retirement gratuity in effect between the previous Geraldton District R.C.S.S. Board and OECTA.
- 8:02** A Teacher who was covered by the terms of the collective agreement between the previous North of Superior District R.C.S.S. Board and OECTA immediately preceding employment with the Superior North Catholic District School Board and who was employed by the Board at May 20, 1999 will continue to be governed by the terms of the retirement gratuity in effect between the previous North of Superior District R.C.S.S. Board and OECTA.
- 8:03** A Teacher who is hired by the Superior North Catholic District School Board following May 20, 1999 will not be covered by either of the above noted retirement gratuities. Instead, effective September 1, 1999 the Board will make a lump sum payment of two hundred and fifty (250) dollars to each full-time Teacher for the first six (6) years of his or her employment with the Board and shall make a pro-rated payment for each part-time Teacher according to the above.

## **WORKING CONDITIONS**

### ARTICLE 9 - PERSONNEL FILES

- 9:01** The Board shall have the right to maintain personnel files for teachers in accordance with Freedom of Information and Protection of Privacy regulations.
- These files will contain the following information:
- (a) professional/academic qualifications
  - (b) statement of salary/benefits
  - (c) contract with the Board
  - (d) performance appraisals
- 9:02** No documents which are derogatory shall be put in the Teacher's file without the Teacher's knowledge. The Teacher shall receive a copy of any such documents. The Teacher shall have the right to submit a written comment with respect to such document and the comment shall be placed in the Teacher's file.



- 9:03 A Teacher shall have access during normal business hours to his/her personnel file upon request. Copies of any material in these files will be provided to the Teacher in accordance with the Freedom of Information and Privacy Act.
- 9:04 Any Teacher living beyond the fifty (50) kilometer radius of the Board office may request in writing to see his or her file and such file shall be delivered by the Board to the Teacher's school as soon as practicable following the request.
- 9:05 An appropriate Board official shall be present when a Teacher reviews his/her file and the Teacher may be accompanied by an individual of his/her choice.
- 9:06 If a Teacher disputes the contents of his/her file, he/she can request in writing the removal of the specified material. In the event that the Board refuses to remove the said material, the Teacher may file a grievance under the procedures outlined in this agreement.

## ARTICLE 10 - CLASS SIZE

- 10:01 The Association may request a review of any class size greater than thirty-one (31) students as of October 31<sup>st</sup> of each year.

## ARTICLE 11 - TRANSFERS

- 11:01 (a) No Teacher presently employed by The Superior North Catholic District School Board shall be assigned to teach in a different municipality fifty (50) kilometers outside the municipality in which the Teacher presently teaches, without the consent of the Teacher, unless the Teacher's position has been declared surplus as detailed in Article 12.
- (b)(i) A Teacher may request a transfer within the Elementary bargaining Unit pursuant to the terms below or be transferred by the Board within the Elementary bargaining unit at its initiation pursuant to the terms below.
- (ii) Requests for transfers by Teachers for the following school year must be submitted in writing to the attention of the Director of Education on or before March 1. The Teacher shall include in the notice the school to which he or she wants to be transferred. The Board shall advise the Teacher of the Board's decision by May 15<sup>th</sup>.
- (iii) In the case of a Board initiated transfer, the Board shall advise the Teacher to be transferred as soon as practicable after the decision to transfer the Teacher has been made.

11:01 \ (iv) The director will attempt to secure a mutually satisfactory placement for all Teachers. It is understood however that the decision to transfer is at the sole discretion of the Board. Such discretion shall not be exercised in bad faith.

(v) Notwithstanding the above but subject to clause 11:01 (a), the Board may in its sole discretion transfer Teachers at any time to meet what in its judgement are the needs of its schools. Such discretion shall not be exercised in bad faith.

## 11:02 POSTINGS

Vacancies which the Board intends to fill with a permanent or probationary Teacher shall be posted for five days in each school except in the summer during which period a copy shall be sent to the unit president and posted at the Board office. Subsequent vacancies arising from the filling of the initial vacancy need not be posted. Teachers may apply for the vacancy. Nothing herein prevents the Board from advertising externally or filling the position with a person not currently employed by the Board.

## ARTICLE 12 - SENIORITY

12:00 (a) Seniority for Teachers is defined as the length of continuous service of employment as a Teacher with the Board, or its predecessor Boards, since the last date of hire.

(b) If two or more Teachers have the same seniority according to the above, ranking on the seniority list shall be determined by total teaching experience with the Board, of its predecessor Boards, since last date of hire.

(c) If two or more Teachers have the same seniority according to the above, ranking on the seniority list shall be determined by total teaching experience with the Board or its predecessor Boards.

(d) If two or more Teachers have the same seniority according to the above, ranking on the seniority list shall be determined by total teaching experience with any school board in the Province of Ontario at any time.

(e) If two or more Teachers have the same seniority according to the above, ranking on the seniority list shall be determined by total teaching experience with any school board outside of the Province of Ontario which, if the Teacher had been employed in Ontario, would have been credited as experience under the statutes or regulations then in force in the said province.

(f) If two or more Teachers have the same seniority according to the above, ranking shall be determined by lot, drawn in the presence of the Unit President(s) and the Director of Education.

12:00 (g) For the purposes of the above, service and teaching experience do not include  
(Cont'd.) employment as an occasional Teacher or as a continuing education Teacher.

- (h) Time spent on statutory or extended leaves approved by the Board and listed below shall count as service.
- i) Pregnancy leave
  - ii) Parental leave
  - iii) Deferred salary leave
  - iv) Sabbatical leave
  - v) Exchange, secondment or loan of services for the purposes of teaching for the Department of National Defence, Department of Indian Affairs, or the Ministry of Education and Training
  - vi) Working for the Ontario English Catholic Teachers' Association

## 12:01 SENIORITY LIST

- a) The seniority list shall provide in decreasing order of seniority, the names of the Teachers, the last date of hire for the Continuous employment with the Board, or its predecessor Boards, and the school at which the Teachers are then teaching.
- b) Each teacher employed by the Board shall be placed on the seniority list.
- c) The seniority list shall be established by the Board in consultation with the Local Unit President(s).
- d) The seniority list shall be updated each year as of September 30th and a revised copy thereof provided to the Local Unit President(s) as of October 30th.

## REDUNDANCY/SURPLUS

### 12:02 NOTICE OF TERMINATION/ REDUNDANCY

- (a) The termination of employment of a Teacher by the Board due to redundancy shall occur in accordance with this article.
  - (b) The notice shall state that the reason for termination of employment is solely due to redundancy.
  - (c) Such notice shall be sent via registered mail to the Teacher's last known address. Teachers will be required to inform the Board of their current address and any future changes.
- 12:03 a) Teachers continuing to hold positions of responsibility (coordinator, consultant) shall be exempt from the provisions of Article 12:04 relating to redundancy. For greater

12:03 (Cont'd.

clarity, a Teacher declared surplus or redundant pursuant to clause 12:04 shall not be entitled to displace a Teacher in a position of responsibility.

- b) Where it is determined by the Board that a reduction in the number of positions of responsibility is required, the Board will declare the most junior of the incumbents surplus to the position of responsibility providing the remaining incumbents are at least as
- i) experienced in the particular areas of responsibility which remain to be provided,
  - ii) and qualified or it is reasonably expected that the Teacher can become qualified prior to the commencement of the period for which the reduction is to take effect and the Teacher commits to becoming qualified by that time and commits to filling the required position.

A Teacher in a position of responsibility who is declared surplus to the position of responsibility shall be returned to a teaching position, subject to the provisions of Article 12.

- 12:04 (a) For purposes of this article, redundancy shall be defined as the reduction of the total number of Teachers within the Board.
- (b) For the purposes of this article, surplus shall be defined as the reduction of the total number of Teachers within a school.
- (c) Where the number of teaching staff within the Board is reduced or there is a surplus in a school due to financial constraints and/or declining enrolment, Teachers to be made redundant or declared surplus shall be determined according to the following:
- (i) Surplus Declaration: The Board shall advise a Teacher by May 31 that he or she is surplus to his or her school effective August 31 and shall advise a Teacher by October 31 that he or she is surplus to his or her school effective December 31. The Local Bargaining Unit President(s) will be advised of the Teachers declared surplus to schools on or before the notice to the Teachers. The Teacher or Teachers shall be declared surplus by school in reverse order of seniority in that school according to Article 12:00 provided the remaining Teachers in that school are qualified to teach the courses or programs in that school which the Board provides. If they are not, then the next most junior Teacher on the seniority list and in that school who has not been declared surplus will be declared surplus to that school unless he or she is able to become qualified prior to the commencement of the period for which the reduction is to take effect and commits to becoming qualified by that time and commits to fill the position. If the Teacher so commits, then the Teacher originally declared surplus shall be displaced.

- (ii) Step One Displacement: Within two **(2)** days of being notified, the Teacher declared surplus shall notify the Board of **his** or her intent to displace a more junior Teacher on the seniority list, if **any**, who
- a) is in another school
  - b) has not been declared surplus; and
  - c) has the least **seniority** in ~~that~~ school provided the remaining Teachers in that school **are** qualified to teach the **courses** or programs in that school which the Board provides. If they **are** not, ~~then~~ the next most junior Teacher ~~in~~ that school will be displaced, provided he or she **is** junior to **the** Teacher declared surplus, unless he or she is able to become qualified prior to the commencement ~~of the period~~ for which the reduction is to take **effect** and commits to becoming qualified by **that** time and commits to fill the position. If the Teacher **so** commits, then the Teacher originally selected for displacement shall be displaced

The **Board** will endeavour to advise the Teachers to be displaced within **three** (3) **days** of the Board's being notified, or such **further** time as **agreed** by the parties.

- (iii) If there is no such junior Teacher to displace, the employment of the Teacher declared surplus will be terminated due to redundancy.

If there is **more** than one **(1)** Teacher declared surplus, the Teachers declared surplus shall displace in **order** of their seniority **more** junior Teachers according to the above procedure, with the Teacher with the **highest** seniority in the system selecting **fit**.

The **employment** of a Teacher who **refuses** to exercise his or her seniority rights to displace will be terminated due to redundancy.

The employment of a Teacher who committed to becoming qualified to avoid being displaced and who fails to become qualified will be terminated due to **redundancy**. The Teacher will **advise** the Board by **July 31** in writing if he or she will be qualified in time, and will provide the appropriate documentation upon receipt. If he or she is not **qualified** or has not advised the **Board** in writing by July 31, he or she will **lose his** or her **seniority** and be deemed terminated and removed **from** the seniority list.

12:04 (c,  
(Cont'd.)

- (iii) The Board will recall a Teacher, if any, ~~from~~ the recall list in order of seniority provided he or she is qualified to fill the position. If ~~there~~ is no such qualified Teacher, the Board may ~~transfer~~ the qualified Teacher ~~who~~ had been displaced back to the position ~~from~~ which he ~~or~~ she had been displaced and ~~effect~~ any other necessary ~~transfer~~ of personnel.
- (iv) Step Two Displacement: Within two (2) days of notification of his or her displacement, the displaced Teacher shall ~~notify~~ the Board of his or her intent to displace a more junior Teacher, if ~~any~~, as provided in 12:04(c)(ii) and (iii). The ~~Board~~ will endeavour to advise ~~the Teachers~~ to be displaced within three (3) days of the Board's ~~being~~ notified, or such ~~further~~ time ~~as~~ agreed by the parties.
- (v) Step Three Displacement: Within two (2) days ~~of~~ notification of his or her displacement, the Teacher displaced at Step Two shall displace the most junior Teacher in the system, as provided in 12:04(c)(ii) and (iii). The employment of the Teacher ~~so~~ displaced shall be terminated due to redundancy. The ~~Board~~ will endeavour to advise the ~~Teachers~~ to be displaced within ~~three~~ (3) days of the Board's being notified, or such further time ~~as~~ agreed by the ~~parties~~.

The ~~Board~~ shall ~~notify~~ the Teacher to be declared redundant by June 20 for a redundancy effective August 31 and by November 30 for a redundancy effective December 31.

- (vi) It ~~is~~ understood ~~that~~ there will be ~~more than one or two steps of displacement(s) only~~ if there ~~are~~ more junior Teachers ~~remaining~~ to be displaced or declared redundant after the first and second ~~step~~ respectively.
- (vii) It is understood that in the event there ~~is~~ more than one (1) Teacher to be declared ~~surplus~~ in the system, that the ~~Board~~ may advise more than one (1) Teacher of such ~~matter~~ at one time.
- (viii) For the purposes of ~~this~~ collective agreement, Teachers ~~are~~ designated to a school, not to a grade assignment.

12:05

Where a Teacher declines a position as provided above or if no response is received by the Board within the time ~~frame~~ specified, that Teacher shall be declared redundant to the Board.

12:06

The Local Bargaining Unit will receive a copy of the list of Teachers declared redundant to the system within four (4) days of such declaration. Failure to provide the above ~~noted~~ list shall not void the ~~notice~~.

12:07 ,  
terminated under the provisions of this article shall be placed on a **twenty-five (25)** month recall list in the reverse order in which they were terminated. Any teaching positions which become available shall be **offered** first to Teachers with the most **seniority** on the recall list by registered mail to the Teacher's ~~last~~ **known address** provided the Teacher has the necessary qualifications for that position and provided the Teacher responds within five **(5)** days of the postmarked **date** on the registered letter. A Teacher who **fails** to respond within five **(5)** days will lose **his** or her **seniority** and be deemed terminated (and removed from the recall list). If a Teacher declines a position he or she shall be moved to the bottom of the recall list.

12:08 (a) For clarity it is understood the day of notification is not included in the calculation of time lines above.

(b) ~~For~~ the purpose of this article, day means a school day.

### ARTICLE 13 - CUMULATIVE SICK LEAVE PLAN

13:01 The object of the plan is to protect the employees of the Board in the event of a **serious** or prolonged illness from loss of **salary** by allowing them **to** we the accumulated portion of their annual sick-leave allowance in which the **unwed** statutory **annual** provision of **20** days sick-leave credits may be accumulated to a **maximum** of 200 days.

13:02' The Administration for the **Board** shall set up a sick-leave **ledger** **in** which sick-leave credits shall **be** recorded. Commencing with **January 1, 1976**, or from the date of employment following that date, all **persons** in the employ of the Board shall be credited with **his/her** unused portion of sick-leave **credits** as **shown** by the **Board's** **records**. An employee joining the **staff** **during** the school year and employed full-time shall be given sick-leave credits **on the basis** of two **(2)** days for each month of employment to a **maximum** of **twenty (20) days**. An employee **hired** on a half-time or part-time basis shall have sick-leave credits prorated accordingly. **On June 30, 1976**, and annually thereafter, any unused portion of sick-leave days for the preceding school year shall be entered in the ledger **to the credit** of each employee not to exceed **twenty (20) days** in any one year nor a cumulative limit of two hundred (200) days.

13:03 The Board will have the right to **request** certification of illness from a **qualified** physician.

13:04 A Teacher transferring directly from another **Board** will be credited the number of days of sick-leave credits which the employee had **to his/her** credit with the previous **Board**, such credit not to exceed two **hundred (200)** days.

## ARTICLE 14 - E. I. C. REBATE

**14:01** The Board agrees to transfer, on behalf of the Teachers, an amount equivalent to at least five-twelfths ( $5/12$ ) of the savings resulting ~~from~~ the reduction in Employment Insurance premiums ~~to~~ the O.E.C.T.A. Local Bargaining Unit.

## ARTICLE 15 - LUNCHROOM ASSISTANCE

**15:01** Every Teacher is entitled to a **forty (40)** consecutive minute lunch period, and paid lunchroom supervision will be provided **as** follows:

- one paid lunchroom assistant per school

## ARTICLE 16 - PREPARATION TIME

**16:01** The **Board** shall provide a Teacher one hundred and **fifty (150)** minutes of preparation time per five (**5**) day cycle. In addition the **Board** shall designate one professional development day for the purposes of preparation time.

**16:02** ~~Preparation~~ time shall be ~~time~~tabled in blocks, ~~of~~ a minimum ~~of~~ **twenty (20)** minutes.

**16:03** The **Board** agrees ~~that~~ it will not ~~declare~~ any Teacher redundant ~~as~~ a direct result of decreasing ~~the~~ preparation time ~~from~~ **two** hundred minutes (**200**) per five (**5**) day cycle for Teachers who had been employed at the previous ~~North of Superior District R.C.S.S. Board~~ and ~~from~~ increasing the preparation ~~time~~ ~~from~~ one hundred (100) minutes ~~per~~ five (**5**) day cycle for Teachers who had ~~been~~ employed ~~at~~ the previous Geraldton District R.C.S.S. Board.

**16:04** It is ~~agreed~~ ~~that~~ a Teacher may be declared surplus pursuant to Article **12** ~~as~~ a result of ~~the~~ change in preparation time.

## ARTICLE 17 - POSITION SHARING/PART-TIME TEACHERS

### **17:01** Position Sharing

The Board may allow Teachers ~~to be~~ employed in a position sharing ~~agreement~~. For any benefits provided under Article **22** of this agreement to Teachers who ~~are~~ involved in this position ~~sharing~~ plan, the Board will pay **fifty percent (50%)** of the ~~premium~~ for each Teacher. The best interests of education will be considered in the administration of ~~this~~ Article. The final approval ~~of~~ position sharing ~~situations~~ shall be at the sole discretion of the **Board**.



- a) A Teacher who applies for a part-time assignment for a specific time period is guaranteed **to return** to his/her former or comparable position with the Board **at** the end of such period, subject to other provisions **of** this collective agreement including those relating to Surplus and Redundancy. It is understood that a Teacher is designated to a school **and** not to a grade assignment.

**The Board** may grant requests for part-time **teaching**, Final approval of part-time assignments shall be at the sole discretion of the **Board** which shall not be exercised in bad faith. Part-time assignments pursuant to this clause must correspond to school term(s), **semester(s)** or school year(s).

- b) A part-time Teacher, **who is** qualified for and able to perform equally in the available position, shall be given a priority over outside **applicants** for any full-time position with the **Board**.
- c) Part-time Teachers shall be paid according to the **salary** scale **pro-rated** to reflect the percentage of time taught as a percentage of the instructional workload.
- d) **The Board's** contribution towards premiums for benefits shall be prorated for Teachers who teach less than full-time.
- e) Except **as** modified in this article a part-time Teacher shall be subject to all **the** provisions contained in the collective **agreement**.
- f) Part-time Teachers who are expected **to** attend full day workshops shall be paid for the full day.
- g) Part-time Teachers' preparation time, supervision time, and any other such duties shall be pro-rated accordingly.

For the purpose of **this Article** a half **(1/2)** time Teacher **is** defined **as**:

- i) a Teacher who teaches either am. or p.m., or
- ii) a Teacher whose instructional time equals **one half (1/2) the** instructional time of a normal full time Teacher or **greater**, but less **than** full-time.

## **ARTICLE 18 - CONTINUING EDUCATION**

- 18:01** "Continuing Education Teacher" means a Teacher who **is** a continuing education teacher **as** defined by the *Education Act*.

**18:02** All Continuing Education Teachers ~~as~~ defined in 18:01 shall be paid according to the following Schedule:

Thirty-two dollars (\$32.00) per hour plus vacation pay and applicable statutory holiday pay in accordance with the Employment Standards Act

**18:03** Notwithstanding ~~any other~~ provision of ~~this~~ collective agreement, including without limiting the generality thereof, the ~~recognition~~ clause, the only other provision of ~~this~~ collective agreement applicable to Continuing Education Teachers is the grievance procedure ~~as~~ it pertains to ~~an~~ alleged violation, misinterpretation or misapplication of clause 18:02.

**18:04** ~~In~~ the event that the ~~Board~~ decides to employ a ~~Continuing~~ Education Teacher it will be posted internally for five (5) days ~~before~~ advertising externally. Nothing herein ~~requires~~ the ~~Board~~ to hire internally.

## ARTICLE 19 - EVALUATION

**19:01** The evaluation of a Teacher shall be conducted in accordance with Board policy, which may change ~~from~~ time to time.

**19:02** No member of the bargaining unit shall participate in the evaluation of another member.

**19:03** All evaluations shall be in Writing, signed by the evaluator(s), with a copy to the Teacher and a copy to the Teacher's personnel file. The Teacher may append comments to the evaluation report.

## ARTICLE 20 - ACTING ADMINISTRATOR

**20:01** The parties ~~recognize~~ that ~~from~~ time to time Principals and Vice Principals may be absent temporarily ~~from~~ their duties. To accommodate such ~~absences~~ a Teacher may be appointed ~~an~~ Acting Administrator.

**20:02** ~~An~~ Acting Administrator shall not be a Principal or a Vice-Principal within the terms of ~~Part X.1~~ of the *Education Act* ~~and~~ shall remain a member of the bargaining unit ~~and~~ not have any legal liability beyond that of a Teacher.

**20:03** ~~An~~ Acting Administrator shall ~~remain a member~~ of the bargaining unit for the duration of the appointment ~~and~~ shall retain all ~~rights~~ and ~~privileges~~ accorded under the terms of the Collective Agreement.

- 20:04 Except for as provided in the Teacher's **Profession Act** and Regulations thereunder, a Teacher assigned **as an** Acting Administrator shall not be required to participate in the formal evaluation of another member of the **bargaining** unit.
- 20:05 The Board **agrees** to replace a Teacher who accepts a position as an Acting Administrator with **an** Occasional Teacher when required.
- 20:06 The Board may not appoint a Teacher **as** an Acting Administrator for a period in excess of **thirty** (30) school days without the consent of the **Teacher**. **The Board** shall be permitted to appoint **an** alternative Teacher or Teachers **as** Acting Administrator in the event a Teacher **does** not consent to **the** appointment.
- 20:07 **An** Acting Administrator shall be compensated at the daily rate of thirty-five **(35)** dollars per day for daily absences.

## ARTICLE 21 - PROBATIONARY **PERIOD** FOR TEACHERS

- 21:01 The probationary period for a Teacher shall be **two** school years for a Teacher who **has** less than **three** years experience **as** a Teacher **and** one school **year** for a Teacher who has at least **three years** experience **as** a Teacher. The probationary period may be extended **as agreed** to by both parties.

## **BENEFITS**

### ARTICLE 22 - EMPLOYEE **INSURED** BENEFITS

- 22:01 The Board will **arrange** benefit plans but does not assume liability for **any** plan and will pay ninety-five percent **(95%)** (employees pay five percent **(5%)**) of the premium for the following:
- 1) Canada Life Extended Health Care **Plan** • or its equivalent (including **semi**-private coverage; two hundred dollars (\$200) optical benefit **every** two years; chiropractic services • ten dollars (\$10) per visit, **twenty (20)** visits per year maximum). It is understood that the drug plan provides for generic substitution unless **the** doctor prescribes otherwise for legitimate **reasons**.
  - 2) Canada Life Dental Plan #9 • or its equivalent, balance of Rider #2, plus Rider #4, Rider #3, and Pit **and Fissure** Sealant Plan. The Dental Plan provides recall for examination after **nine (9)** months.

22:01  
(Cont'd.)

- 3) Dental **Plan** based on O.D.A. rates as follows:  
Effective **January 1997 - 1996 O.D.A. rates.**  
**Orthodontic rider - two thousand dollars (\$2,000) lifetime at fifty percent (50%) coverage.**
- 4) Group Life Insurance (includes Accidental **Death** and **Dismemberment**) at **three times annual salary** to a **maximum** of two hundred fifty thousand dollars (**\$250,000**) per teacher.
- 5) Life Insurance Benefits shall cease at **age sixty five (65).**

## 22:02 Long Term Disability Plan

- a) The **Board** shall arrange for a Long-Term Disability Plan but **does not assume any** liability for the plan and will not contribute to the premium.  
**It is understood that** the Plan is controlled by the Plan participants according to the provisions as set out in the Letter of Understanding re: L.T.D. Plan Committee.
- b) **The Plan** shall contain the following components subject to (c)  
**below:**  
Elimination Period - sixty **(60)** continuous **working days**  
Monthly **Indemnity** - sixty-four percent **(64%)** to a maximum benefit of **two thousand five hundred dollars (\$2,500) plus required** registered pension plan contributions.  
Benefits cease at age sixty-five **(65).**  
Sick leave benefits cease after:
  - i) **sixty (60) working days**  
**or**
  - ii) expiration of **any** sick leave\*  
**or**
  - iii) expiration of **any** leave of absence

\*At the option of Plan Member

22:02  
(Cont'd)

A Teacher on Long-Term Disability will be ~~granted~~ a leave of lesser of two (2) years or the length of time on disability.

A Teacher going on Long Term Disability will retain (but not add to) his/her accrued seniority.

- c) The LTD Plan Committee, as provided for under Letter of Understanding, shall have the authority to alter the Plan provisions as specified in (b) in accordance with the terms of its responsibilities.

22:03

The Board may change the ~~stated~~ insurance carriers of benefit plans outlined in Article 22:01 during the term of this Collective Agreement, only after consultation with the branch affiliates.

22:04

The Board shall continue to contribute the current premiums for the employee benefits as per Article 22:01 while an employee is absent on pregnancy or parental leave in accordance with the Employment Standards Act. Teachers who have requested and received an Extended Leave shall be notified in writing when their Board-paid benefits will cease.

## **EMPLOYEE LEAVES**

### **ARTICLE 23 - SPECIAL LEAVES**

23:00 Preamble

The Teacher shall ~~request~~ a leave in Writing. The Board shall have the right to ~~request~~ documentation of the need for and a time of each request for leave.

23:01 Jury and Witness Leave

If a Teacher is required to serve as a juror in any court of law or is required by subpoena to attend any court of law in any legal proceeding in which the Teacher is not one of the parties involved in the action, the time absent from work shall not be deducted from any Cumulative Sick Leave bank nor from the Teacher's salary. The Teacher shall pay to the Board any amounts received for service as a juror or witness, exclusive of traveling allowances and living expenses.

## 23:02 Quarantine

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

## 23:03 Leave to Write Examinations:

**This** covers an absence from duty of a **staff** member to permit him/her to write examinations leading to the advancement of the Teacher's academic or professional qualifications. A written **request** for an absence under **this** clause **shall** be for the period of the examination **only**, plus any reasonable travel time to the place of the examination, to a maximum of two (2) days.

## 23:04 Leave for Association Meetings

- (i) On written request a Teacher, exclusive of **Local Bargaining Unit** presidential role, will be granted a leave of absence in **order** to participate in a professional association function related to his/her position on the Executive of the **Local Bargaining Unit** of the Association, exclusive of functions concerned **with** salary negotiations. **This** absence is limited to a **maximum** accumulated total of nine (9) days for all Teachers.
- (ii) **The Chairperson** of a local **committee**, upon written request, will be granted a leave of absence in order to participate in a professional function related to his/her position on the Executive of the **Local Bargaining Unit** of the Association. **This** absence shall be limited to one (1) **day per** school year per Chairperson. The day will be subject to prior **approval** and with **salary** deduction and/or costs to be borne by his/her teachers' association. The **maximum** total number of **such** days that may be **taken** in any one school year is nine (9).
- (iii) Release time shall be granted to the O.E.C.T.A. President without prejudice, loss of position, responsibility, **salary**, benefits, teaching experience or seniority. The Unit President shall be released on a 50% basis with costs of salary, **allowance** and benefits to be fully recovered by O.E.C.T.A. Local Bargaining Unit.

Any **costs** related to these days shall be covered by the O.E.C.T.A. Local **Bargaining Unit**.

## 23:05 Paternity Leave:

A male Teacher will be granted paternity leave to a maximum of two (2) days upon the birth of his child.

## 23:06 Funeral Leave:

Each Teacher will be allowed leave of absence without deduction of **salary** up to a maximum of five (5) consecutive teaching days for the death of an immediate relative who shall be children, spouse, grandparent, grandchildren, parent, sibling, father or mother-in-law, **son** or daughter-in-law, brother or sister-in-law. With the approval of the Director of Education, the foregoing shall apply **to** the death of a Sister in the Teacher's religious community.

Special consideration shall be **given** by the **Board** when a Teacher wishes to attend a funeral other than specified above. Any time granted for such a leave of absence will be without pay.

## 23:07 Leave with Explanation

Upon written request, **a** Teacher may be granted leave Without salary deduction or deduction **from** sick-leave credits, by his/her **immediate supervisor**, for the **reasons** noted below. Such a leave will be subject to the availability of **a** daily occasional Teacher. The Director and/or his/her designate shall have the right to request **in confidence**, documentation of the need for, and time of each **request** for leave.

**Special Leave:** A Teacher may be granted special leave with pay, by his/her immediate supervisor, to a maximum of one (1) **day** per school year, where there is no reasonable alternative to leave with pay and for the following **personal reasons**:

1. To care for **his/her** sick dependent who permanently resides **at** his/her place of residence.
2. To conduct legal business which cannot be completed outside of school hours.
3. **To** attend a personal or dependent's medical or dental appointment out of town, where sick leave is not applicable.
4. Where a Teacher **has** made every reasonable effort to reach his/her place of employment or any other **accessible** Board school, but is prevented due to inclement weather. (The requirement for prior notice and the availability of a daily occasional Teacher **is** waived in this case.)

## 23:08 Leave without Explanation

**A Teacher** may be granted, upon **written** notification one week prior, **personal** leave with pay **to a** maximum of **one (1) day** per **school** year without the **necessity** of explanation. No more than one Teacher **from** any school may be away **on** personal leave **days** at **any one** time. Personal leave will not be taken immediately prior to or **after** a school holiday or statutory holiday except in case of emergency.

Teacher may be granted up to five (5) days leave per school year without salary deduction or deduction from sick-leave credits at the sole discretion of the Director of Education.

The Director shall have the right to request in confidence, documentation of the need for, and time of each request for leave.

### 23:10 Extended Leaves

A Teacher may be granted an additional leave of up to five (5) days per school year:

- a) two (2) days of which shall be without salary deduction but with deduction from sick-leave credits and
- b) three (3) days shall be without pay or deduction from sick-leave credits

at the sole discretion of the Director of Education.

The Director shall have the right to request in confidence, documentation of the need for, and time of each request for leave.

### 23:11 Parenting Leave

(i) "Parenting leave" shall be defined as maternity, adoption, parental leave under the terms of the Employment Insurance Act and the Employment Standards Act (E.S.A.).

(ii) a) The Parenting Leave may be extended up to two (2) years by arrangement with the Board, provided an agreement is reached at the time the request is made, unless a specific duration of leave is specified, or a certificate from a qualified medical practitioner stated that the employee is unable to return to work until a later date for medical reasons. The obligation of the Board to reinstate the Teacher according to Section 43(1) and (2), of the E.S.A., ceases, seventeen weeks after the beginning of pregnancy leave, except where section 43(2) of the said Act takes precedence. Any Teacher on an extended maternity leave shall be returned to a comparable position as per the Employment Standards Act.

b) A Teacher shall be entitled, on return to teaching after parenting leave, to the total number of sick leave days accumulated before the commencement of the parenting leave less any sick leave days in the event the Teacher is absent due to sickness immediately following the parenting leave and before the return to teaching.



- 23:11**            c)        The Board shall pay all benefits for a Teacher on parenting leave for a **a**  
(Cont'd.)            of up to thirty-five (35) weeks. The Teacher shall assume full responsibility  
for the cost of the benefits for the period of time after thirty-five (35) weeks  
while the Teacher is on the extended parenting leave.

**23:12 Political Leave**

A Local Bargaining Unit member successful in provincial, or federal elections shall be granted a leave of absence, without pay, for up to five (5) years at his/her request.

**ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY**

- 24:01**            A Teacher may be granted a leave of absence without pay for the period
- i)        September 1 to December 31;
  - ii)       January 1, to August 31;
  - iii)      September 1 to August 31; or
  - iv)      such other period less than a school year as the Board in its sole discretion may determine which shall not be exercised in bad faith.
- 24:02**            To be eligible for such leave, the Teacher must have two (2) years service with the Board immediately prior to his or her application for the leave.
- 24:03**            The Teacher must request the leave in writing. A request must be made
- i)        by April 1 for a leave commencing on September 1; or
  - ii)       by October 1 for a leave commencing on January 1.
- 24:04**            The Board will inform the applicant in writing
- i)        by May 15 for a leave commencing on September 1;
  - ii)       by November 15 for a leave commencing on January 1; or
  - iii)      as soon as practicable for a leave commencing on a date other than September 1 or January 1.
- 24:05**            The leave may be granted by the Board at its sole discretion which shall not be exercised in bad faith. Without limiting the generality of the above it is understood that a leave will not be granted if the Board is unable to find a Teacher to replace the applicant who the Board considers suitable.

- 24:06** The parties each recognize the significant importance of the Teacher advising the Board **as soon as** possible that he/she does not intend to return from a leave of absence. It **is** agreed that a Teacher shall advise the **Board** if he or she **does** not intend to return from the leave **as soon as** possible but in any event not later than:
- i) May 1 for a leave ending on August 31;
  - ii) November 1 for a leave ending on December 31.
- 24:07** A Teacher on leave will not **accrue** sick leave credits nor be entitled to access any bank of unused sick leave credits.
- 24:08** Notwithstanding any other provision in this collective agreement a Teacher on leave will not accumulate seniority while on leave.
- 24:09** Upon return from the leave of absence, the Teacher shall be assigned to his or her former or comparable position with the **Board**. It is understood that a Teacher is designated to a school and not to a grade assignment.
- 24:10** A Teacher on leave of absence will be entitled to participate in employee **insured** benefits, subject to the conditions of the insurance plan(s) provided he or she prepays the full premium for any insured benefits for the period of the leave. While on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the **Plan**.

## **ARTICLE 25 - DEFERRED SALARY LEAVE PLAN'**

### **25:01 Preamble**

The Superior North Catholic District School Board and the Association assume no responsibility for any consequences arising out of this plan relative to effects on Teachers' Pension Plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, group Insurance or any other liabilities incurred by a Teacher as a result of participation in this plan.

### **25:02 Description**

The deferred Salary Leave Plan is developed to afford Teachers the opportunity of taking one (1) year of leave of absence without pay and of financing the leave through deferral of salary. It is understood that no more than two (2) participating Teachers may be on leave under this plan in any one (1) school year.

### 25:03 Eligibility

Any Teacher having three (3) or more years seniority with the **Board** (according to Article 12:00) is eligible to apply for participation in the Plan.

### 25:04 Application

- (a) 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 same calendar **year** and indicate the choice of the **3, 4, 5, 6, or 7 year** plan.
- (b) A committee composed of up to **two (2)** O.E.C.T.A. appointees, who shall not be applicants for that **year**, and up to **two (2)** **Board** appointees shall **meet** to **review** the applications for the purpose of making **recommendation** to the **Board** concerning acceptance or denial of same.
- (c) Acceptance of a Teacher's application will be at the sole discretion of the Board which shall not be **exercised** in bad faith.
- (d) Decisions regarding applications will be forwarded, in **writing**, to the Teacher, by **May 1st** in the **school year** in which the request is made.

### 25:05 Implementation of the Plan:

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

- (a) Each Teacher in the Plan shall sign an agreement **as per** Article 25:09 with the Board. The agreement shall **specify** the terms and conditions **agreed to** by the Teacher and the Board.
- (b) A separate account will be established with the Board's **bank** 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.
- (c) Upon signing of the Agreement by the Teacher and the Board, the Teacher shall have the option **of** selecting one of the interest **bearing** accounts available under this plan.
- (d) Thereafter, the Teacher, with approval of the **Business Administrator**, may choose **an** alternate interest bearing account available under this plan **and** have the appropriate funds transferred thereto.

25:0  
(Cont'd.)

- (e) In **each** year of the Plan, ~~preceding~~ the year of leave, a Teacher will deposit a percentage **of** his/her proper grid **salary** and applicable allowance in accordance with the Agreement.
- (f) In the year of leave the **Board** shall pay to the Teacher the total of the deferred **salary** plus all **accrued** interest in instalments conforming to the regular pay **periods** set forth in **the** Collective Agreement in **effect** for the year of leave or in one or **two** lump **sums**, if requested **by** the Teacher.
- (g) 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 he/she not been enrolled **in** the plan.
- (h) A Teacher's employee benefits will be maintained by the **Board** during his/her leave of absence, ~~subject to conditions of the insurance plan(s).~~ However, the **premium** cost of all employee **benefits** shall **be** paid **by** **the** Teacher ~~during~~ the period of leave.
- (i) While on leave, **any** benefits tied to salary shall be structured according to the salary the Teacher would have received **in** the **year** prior to taking the leave had he/she not been enrolled in the Plan.
- (j) **The Board** shall deduct the **amounts** required for Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, and **any** benefits in the **Collective Agreement**. ~~The amounts~~ deducted **will** be controlled by **rulings** as received **from** the Teachers' Pension **Plan**, Revenue Canada, and the **Bo**d 's insurers.
- (k) The Teacher agrees **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 in accordance With this Article.

#### 25:06 Terms of Reference

- (a) Upon the ~~return~~ of **a** Teacher ~~from a~~ deferred Salary Leave, the Board shall endeavour to assign **a** Teacher to his or her former or comparable position with the **Board**. It is understood that Teachers **are** designated to **a** school and not to a grade assignment.
- (b) 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 he/she had before going **on** leave nor will the Teacher be entitled **to** access any bank of unused sick leave during the leave.
- (c) The year of leave shall be **recognized** for the accumulation of seniority, but not for **salary** increments.

- (d) The year of leave shall not be recognized in the determination of retirement gratuity.
- (e) All Teachers wishing to participate in the Plan shall be required to sign a contract as per Article 25:09 supplied by the Board.

25:07 Withdrawal from the Plan

- (a) A Teacher may withdraw from the plan at any time prior to March 1st in the year in which his/her leave is to begin. All accumulated funds, including interest, shall be paid to the Teacher within sixty (60) days.
- (b) 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, the Teacher may choose to remain in the Plan, or receive repayment as per Article 25:05 (f).
- (c) Should Article 25:07 (b) 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.
- (d) 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 designated beneficiary, or if no beneficiary has been named, to the Teacher's estate, providing the legal consents or releases required have been obtained.
- (e) Where a Teacher who is a participant in the Plan is declared redundant, the Teacher must withdraw from the Plan and accumulated funds, including interest, shall be paid to the Teacher within sixty (60) days.

25:08 The participating Teacher 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.



## ARTICLE 26 • GRIEVANCE PROCEDURE AND ARBITRATION

- 26:01 The purpose of the grievance procedure is to ~~secure~~, at the lowest possible administrative level, solutions to grievances which may arise from time to time.
- 26:02 (a) A grievance shall be defined as a complaint by a Teacher, a group of Teachers, the Association or the ~~Board~~ relating to the interpretation, application, or administration of the Agreement, or an allegation that this agreement ~~has~~ been contravened.
- (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. Group grievances shall commence at Step 2 of the Grievance Procedure.
- (iii) **Policy Grievance:** a grievance submitted by the Board alleging a violation by the Association, their officers, a Teacher or a group of Teachers or a grievance submitted by the Association which is not an individual, or group grievance and which affects a majority of the Teachers, A policy grievance by the Board shall commence at Step 3 and the executives of the Local Bargaining Unit shall be substituted for the Board in the Step. A policy grievance by the Association shall commence at Step 2.
- 26:03 A **grievance**, to be acceptable under this Agreement, shall be in writing, shall specify the Article or Articles allegedly violated, shall contain a precise statement of facts relied upon, shall indicate the relief sought and shall be signed by the griever.
- 26:04 Any notice required under this Article shall be in writing, by Registered Mail or personal delivery, to the parties at their respective mailing addresses.
- 26:05 Time limits specified in this Article must be honoured and may be amended only by written mutual agreement of all parties. Failure of the ~~Board~~, in the case of a grievance initiated by the Board, or failure by the Association, in the case of a grievance initiated by the Association or a Teacher, to abide by the time limits for processing the matter through the grievance process or to arbitration shall deem the matter abandoned.
- 26:06 Step 1 - Informal Stage:
- (a) The Teacher having a complaint arising out of this agreement shall first discuss the complaint with his/her Principal or immediate supervisor. The Teacher must submit a written summary of the complaint to the Principal.

- 26:06
- (b) The complaint must be received **Within** twenty (20) school days after the Teacher became aware, or would reasonably have been expected to become aware, of the **circumstances** giving rise to the complaint.
  - (c) The complainant may be accompanied by a **representative** of his/her Local Bargaining Unit.
  - (d) The Principal or immediate supervisor shall reply, in writing, within fifteen **(15)** school **days** after receipt of the complaint. Failing satisfaction with the reply, or upon the failure of the Principal or immediate supervisor to reply within the time specified, the complaint shall become a grievance and **may** be processed **to** Step 2.

26:07 Step 2 - Formal Stage:

- (a) If the grievance is unresolved at Step 1, then within ten (10) school **days** of either the reply or the time permitted for the reply if the **Principal** or immediate supervisor did not reply, the grievance shall be submitted, in writing, to the Director of Education.
- (b) In the **case of** a group grievance or Association policy grievance, the grievance shall be submitted in **writing**, to the Director of Education or his/her designate within fifteen **(15)** school days of the incident giving rise to the grievance. The complainant may be accompanied by a **representative** of **his** or her local bargaining unit.
- (c) The Director **of** Education shall reply, **in writing**, within fifteen (15) school days of the receipt of the grievance. **Failing** satisfaction with the reply, or upon failure of the **Director** to reply within the time specified, **the** complaint may be processed to **Step 3**.

26:08 Step 3 - Board Stage:

- (a) Failing satisfaction with the reply in **Step 2** above, then within ten **(10) days** of either the reply or the time **permitted** for the reply if **the** Director of Education did not **reply**, the grievance shall be submitted to the Director of Education to be submitted to the **Committee** of the Whole of the **Board** of **Trustees**. The grievance shall **be presented** to the next **scheduled** Committee of the Whole provided it is received by the Director seven **(7)** calendar days prior **to** the delivery of the agenda for **that** Committee of the Whole meeting and to the following Committee of the Whole meeting if is not.
- (b) In the **case of** a **Board** policy grievance, the grievance shall be **submitted**, in writing, within fifteen **(15)** school days of the incident giving **rise** to the grievance.
- (c) The grievor may be accompanied by up to **three** (3) representatives of the Association.



26:08  
(Cont'd.)

- (d) The Board shall reply in writing within ten (10) school days following a meeting. Failing satisfaction with the reply, or upon failure of the Board to reply within the time specified, the complaint may be processed to Step 4 Arbitration.

#### 26:09 Step 4 - Arbitration:

- (a) After having exhausted the Grievance Procedure in Step 1, 2 and 3 above, the grievor may, within ten (10) school days following receipt of the reply in Step 3 above, or within ten (10) school days following the time permitted for a reply in Step 3 above in the event the Board does not reply, notify the other party, in writing, of its intention to submit the matter to arbitration.
- (b) The recipient of the notice shall, within seven (7) school days of the notice of submission to arbitration, inform the other party of the name of its appointee to the arbitration board.
- (c) Where two appointees are so selected they shall, within seven (7) school days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- (d) If the recipient of the notice fails to appoint an arbitrator or the two appointees fail to agree upon a chairperson within the time limited, the appointment shall be made by the Office of Arbitration upon the request of either party.
- (e) Each party may be represented at the arbitration by a representative of its choice.
- (f) The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- (g) The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- (h) The arbitrator or arbitration board, as the case may be, shall not by his/her or its decision add to, delete from, modify, or otherwise amend the provisions of this Agreement.
- (i) Each of the parties shall bear the fees and expenses of its appointee to the arbitration board and shall share equally the fees and expenses of the chairperson.

26:  
(Cont'd.)

- (j) Unless mutually agreed otherwise by both parties, the place of an arbitration hearing shall be at a location within the jurisdiction of the school board, or in the City of Thunder Bay, Ontario.
- (k) Each of the parties shall bear the costs incurred by their own witnesses. In the event that a witness for the Teacher(s) must be absent from school, the Association(s) or grievor(s) shall reimburse the Board for the costs incurred for occasional Teacher(s).

If one of the parties attending the hearing decides to cancel the hearing without notifying the other party within forty-eight (48) hours prior to the hearing, the party cancelling the hearing shall bear the cost of said hearing.

26:10 The parties may by mutual agreement in Writing agree to substitute a single Arbitrator for the tripartite Board of Arbitration at the time of reference to arbitration. In the event the parties agree to a sole Arbitrator, the parties shall have seven (7) calendar days to appoint a chairperson after having exhausted the grievance procedure in Step 1, 2 and 3 above, failing which the appointment shall be by the Office of Arbitration, upon the request of either party.

#### ARTICLE 27 - ASSOCIATION REPRESENTATION ON JOINT COMMITTEES

27:01 When the board establishes a committee to which OECTA is invited or has a right to attend pursuant to statute, then OECTA shall have the right to appoint its representative(s).

#### ARTICLE 28 - SCHOOL ASSOCIATION REPRESENTATIVES

28:01 The Board shall invite the local Association representative or alternative in his or her absence to attend a meeting with a Teacher where the purpose of the meeting is for disciplinary action.

#### ARTICLE 29 - ASSOCIATION REPRESENTATIVES (Unit Executive)

29:01 The Association shall forward a list of the unit officers to the Board by September 1 of each year.

29:02 The Board shall provide the Association with a list of the appropriate personnel with whom the Association may be required to transact business.

29:03 The authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided such business does not interfere with or interrupt normal operations.

## LETTER OF UNDERSTANDING

### LONG TERM DISABILITY PLAN COMMITTEE

The following provisions ~~are~~ not part of the collective agreement and ~~are~~ not arbitrable. The parties recognize that the terms represent their understanding of a reasonable process.

The Plan ~~shall~~ be maintained and directed by a committee, consisting of Plan Members, which shall ~~be known as~~ the Long-Term Disability Plan Committee (hereafter referred to ~~as~~ the Committee). The ~~Committee~~ shall be comprised of members appointed by their ~~respective~~ groups by the end of September of each school year.

The ~~Committee~~ composition shall be in accordance with the following parameters:

- i) ~~three~~ Teachers appointed from the Teacher members in the Plan;
- ii) one member from the non-teaching and plant members in the Plan;
- iii) one member ~~from~~ the business and general administration members in the Plan.

The Committee shall conduct its business according to the following parameters:

- i) if ~~a~~ member ~~is~~ not appointed by ~~the~~ respective group the ~~seat~~ shall ~~remain~~ vacant until an appointment is made.
- ii) ~~a~~ quorum shall consist of three (3) Committeemembers.
- iii) one member ~~from~~ the business and general administration members shall be present.
- iv) the chair is responsible for calling meetings ~~and~~ setting the agenda.
- v) the chair shall ~~act~~ on behalf of the ~~committee~~ in fulfilling the actions determined by the Committee.
- vi) minutes of all meetings shall be kept and the Committee members shall be responsible for ~~forwarding~~ these to their respective group(s). Such minutes shall indicate, ~~by~~ motion, ~~the~~ actions by the Committee.
- vii) the Committee shall meet ~~as~~ required but not less than twice a year.
- viii) The LTD Plan must maintain inclusion of all employee groups eligible for full participation in benefits.

The committee shall have the following responsibilities to the ~~Plan~~ membership:

- a) ~~to~~ tender the Plan ~~from~~ time to time to ensure the most favourable rates and conditions;
- b) ~~to~~ approve the disposition of dividends, if any, annually,
- c) ~~to~~ approve changes to the Plan by way of improvement;
- d) ~~to~~ receive any and all reports regarding the Plan subject to ensuring that the confidentiality of all members is maintained;
- e) ~~to~~ provide an ~~annual~~ statement prior to the ~~final~~ instructional day of each school year.

## LETTER OF UNDERSTANDING

### RE: TEACHER ASSAULT, HEALTH AND SAFETY, ADMINISTRATION OF MEDICATION AND HARASSMENT

The Board agrees to develop new procedures related to Teacher Assault, Health and Safety, Administration of Medication and Harassment prior to the expiry of the collective agreement. The Board will provide to the Local Unit President(s) a copy of the above noted procedures for review and advice. The Unit President(s) agrees to provide any such advice prior to the scheduled expiry of the collective agreement. If any committee is created by the Board for the development of these procedures which involve Teacher representation, the Teacher representative will be appointed by OECTA.

## LETTER OF UNDERSTANDING

### TEACHER EVALUATION

The Board agrees to develop policy with respect to Teacher evaluation prior to the expiry of the collective agreement. The Board will provide to the Local Unit President(s) a copy of the above noted policy for review and advice. The Unit President(s) agrees to provide any such advice prior to the scheduled expiry of the collective agreement.

## LETTER OF UNDERSTANDING

### RE: ARTICLE 4:10 (Years of Service Rounded Up)

Notwithstanding Article 4:10, a Teacher who had been placed on the grid based on years of service which had been rounded up, shall be deemed as of September 1, 1998 to have the years of service equal to the rounded up number of years of service for the purposes of placement on the grid. For greater clarity, a Teacher who had been placed at step 8 effective September 1, 1998 and who had 7.9 years of service at the time shall be deemed to have 8 years of service at that time for purpose of calculating future years of experience.

## LETTER OF UNDERSTANDING

### RE: ARTICLE 17:02 d) (Part Time Teacher Benefits)

Notwithstanding article 17:02 d), the Board will contribute its full contribution towards benefits for a Teacher who was teaching part time at May 20, 1999 and for whom the Board was paying its full contribution towards premiums at that time. For greater clarification, where the parties had agreed to a co-insurance of 95%/5%, the Board's full contribution was 95% of the premium.

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**LETTER OF UNDERSTANDING**

**LENGTH OF SCHOOL YEAR AND LENGTH OF SCHOOL DAY**

**The Board agrees that for the 1998-99 school year and the 1999-2000 school year it will maintain its existing practice for the length of the school year and the length of the school day.**

## LETTER OF UNDERSTANDING

### RETIREMENT GRATUITY PROVISION FROM PREDECESSOR BOARD - NORTH OF SUPERIOR DISTRICT R.C.S.S. BOARD

#### 11:04 Retirement Gratuity Plan

The object of the plan is to provide Teachers of the Board upon retirement with a gratuity in the manner set out below:

#### Gratuity

For Teachers hired prior to September 1995:

Upon retirement, each Teacher shall be granted a retirement gratuity for a period equal to the unexpended portion of his/her accrued sick-leave credits in accordance with the following formula. In no case shall the years of service exceed twenty (20) and the days' credit in reserve exceed two hundred (200).

For Teachers hired after August 31, 1995:

Upon retirement, each Teacher shall be granted a retirement gratuity for a period equal to the unexpended portion of his/her accrued sick-leave credits in accordance with the following formula. In no case shall the years of service exceed twenty-five (25) and the days' credit in reserve exceed two hundred (200).

#### Formula:

$P \times SLC \times AS \div 200$  (two hundred)

P - percentage rate as outlined below

SLC - days' credit in the sick-leave reserve

AS - annual salary on date of retirement

#### Percentage rates:

For Teachers hired prior to September 1995 shall be

After ten (10) years' service with the Board - ten percent (10%) increasing four percent (4%) for each year's service to a maximum of fifty percent (50%) after twenty (20) years' service with the Board, "Board" defined in this clause includes former Boards involved with the combination in January, 1976.

**For Teachers hired after August 31, 1995 shall be**

After ten (10) years' continuous **service** with the Board - five percent (5%) increasing **three percent (3%)** for **each year's** service to a maximum of fifty percent (50%) after twenty-five (25) years' service with the **Board**. "**Board**" defined in this clause includes former Boards involved **with the combination** in **January, 1976**.

In the event of the **death** of an employee after retirement, but **before** payment of the **full** benefits of the **retirement** gratuity **as provided above**, such **remaining** benefits shall paid to his/her estate.

A Teacher who plans to retire **must** advise the **Board** **in writing** by October 31st of the **year** preceding **retirement** in order to receive payment of his/her retirement **gratuity** in the year of retirement. Where **notification** is given **after October 31st**, payment **shall** be made **in June** of the calendar **year** following the year of retirement.

## LETTER OF UNDERSTANDING

### RETIREMENT GRATUITY PROVISION FROM PREDECESSOR BOARD - GERALDTON DISTRICT R.C.S.S. BOARD

#### 8:01 Definition:

A ~~gratuity~~ in appreciation of services rendered is based on the number of days credited to the teacher in the Cumulative Sick-Leave Plan at the date the teacher leaves the employ of the Board.

Upon ~~termination~~ of employment, a teacher who was an employee of ~~this Board~~ on August 31, 1982, and who has ~~fifteen~~ (15) years of continuous service with ~~this Board~~, will have the option of transferring the ~~unused~~ days standing to his/her credit in the sick leave account to the next ~~employing Board~~, or receiving a cash ~~gratuity~~ based upon the teacher's rate of pay at the time of the request for the ~~gratuity~~, based on the number of days accumulated with ~~this Board~~, in accordance with the following scale:

15 yrs. service -	15%	Cumulative Sick Leave Credits x	1/200 of annual salary at the date
			the teacher leaves -
17 " "	- 20%	" "	" "
20 " "	- 30%	" "	" "
23 " "	- 40%	" "	" "
25 " "	- 50%	" "	" "

8:02 This article shall remain in effect as a binding agreement until such time as the last teacher affected by it shall have ceased to be in the employ of ~~this Board~~.

8:03 A teacher whose teaching certificate has been revoked by the Minister of Education in accordance with Section 8 (1)(13) of the Education Act, will ~~not~~ be entitled to a gratuity.

8:04 In the event of the death of a teacher, the gratuity to which he/she was entitled shall be paid immediately, in full to the deceased's estate.

8:05 Leave-of-absence: gratuity is not affected by a leave-of-absence granted at the discretion of the Board.

#### 8:06 Method of Payment:

i) Upon retirement of a teacher on a pension under the Teacher's Superannuation Act or upon ~~the~~ automatic retirement of an employee at the age of 65, payment shall be made in full within 90 days or in three equal payments payable annually over a period not exceeding three years, at the discretion of the employee.

ii) In all other cases the gratuity will be paid in three equal payments payable annually over a period not exceeding three years.



ACCEPTED FOR:

THE SUPERIOR NORTH CATHOLIC DISTRICT SCHOOL BOARD

*Ernest J. Lagley*  
Chairperson

*Laureen Kay*  
Witness

*Sandra B. Burtin*  
Representative, Board

*Laureen Kay*  
Witness

*David P. Weir*  
Secretary

*Laureen Kay*  
Witness

ACCEPTED FOR:

THE ONTARIO ENGLISH CATHOLIC TEACHER'S FEDERATION

*Nick A.V.*  
Representative, O.E.C.T.A.

*Janet Adey*  
Witness

*Mayou M. Mc. Ais*  
Representative, O.E.C.T.A.

*Laureen Kay*  
Witness

*Gay Sutton*  
Chairperson, Teacher's Negotiating  
Committee

*Laureen Kay*  
Witness