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# COLLECTIVE AGREEMENT

between

THE LAKEHEAD DISTRICT ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD

.and

THE ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION  
THUNDER BAY SECONDARY UNIT

SEPTEMBER 1, 1996 TO AUGUST 31, 1998

SEP 22 1997

10616 (01)

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LAKEHEAD ~~DISTRICT~~ ROMAN CATHOLIC

SEPARATE ~~SCHOOL~~ BOARD

TEACHERS AGREEMENT.

1996-1998

**SECTION 1 - CONDITIONS OF EMPLOYMENT**

INTERPRETATIONS- in this agreement:

- (i) "Teacher" shall mean any employee of the Board who is a teacher as defined by the Education Act and the School Boards and Teachers Collective Negotiations Act **who is** engaged by the Board as a teacher in the secondary panel **of** the English language section of the Board and who is **a** member **of** the Branch Affiliate.
  - (a) "Temporary Teacher" shall mean a Teacher in respect **of** whom the Minister of Education has granted a letter of permission under the Education Act.
  - (b) "Probationary Teacher" shall mean **a** Teacher employed by the Board under a probationary teacher's contract made in accordance with the regulations pursuant **to** the Education Act and any other applicable legislation.
- (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 O.E.C.T.A. Secondary Unit.
- (v) "Provincial Association" means the Ontario English Catholic Teachers' Association (O.E.C.T.A.).
- (vi) "Trustees' Association" means the Ontario Separate School Trustees' Association (O.S.S.T.A.).
- (vii) "Association" ~~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".
- (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.
- (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(s) of Service" as used in Article 21 shall include all service ~~as~~ an employee with the Board and its predecessors.
- (xiv) "School Year" means the period prescribed as such, or approved as such, under the regulations pursuant to the Education Act.
- (xv) 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.
  - (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.

- (xvi) 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.
- 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 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 Secondary 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 English Secondary Teachers employed by the Board.
- (b) The Ontario English Catholic Teachers' Association, Thunder Bay Secondary Unit, recognizes 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).

- 2:05 (b) The Ontario English Catholic Teachers' Association, Thunder Bay Secondary Unit, recognizes the right of the Board at any time during negotiations to obtain the assistance in negotiations of the Ontario Separate School 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).
- 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 President of the local unit, in writing, of the names of the members of the Negotiating Committee of the ~~Board~~ and ~~to inform~~ the President of the local unit, 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, 1996 and until August 31, 1998~~, 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 • ASSOCIATION 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' Association for the Ontario English Catholic Teachers' ~~Assodation.~~

#### 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 President of O.E.C.T.A. Secondary Unit.

#### 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 (xv) 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** Unless a Teacher is otherwise entitled ~~to~~ compensation according to this collective agreement a Teacher pursuant ~~to ss. 260(1)~~ of the Education Act is entitled ~~to be paid in the proportion that the total number of school days for which the Teacher performs assigned duties in the school year bears to the total number of school days in the school year.~~
- 8:02** The Board shall pay the Teachers by Direct Deposit in ~~twenty-six (26)~~ installments on a biweekly ~~basis~~ commencing September 1997.

#### 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 ~~from~~ 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** (i) In the ~~September 1, 1995 to August 31, 1996~~ school year, the Board shall maintain a pupil/teacher ~~ratio~~ in the secondary panel of ~~no greater than 16.56 to 1~~.
- (ii) Notwithstanding, for the period of August 31, 1996 to August 31, 2000, there will be an additional constant ~~increase of .28~~ to the PTR specified in Article (i), above.
- 11:02** The initial allocation shall be based ~~on~~ the projected September 30th enrolment as determined by the Board. The Board shall notify the President of O.E.C.T.A. Secondary unit 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:
- |                     |   |
|---------------------|---|
|                     | <b><u>September 30th FTE Enrolment</u></b>                                      |
| Pupil/Teacher Ratio | = 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. The Principal will endeavour to allocate this assignment of supervision ~~so~~ that Teachers will be assigned ~~96~~ minutes per week.
- 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.
- (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.

11:08 (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 |
| (iii) |       | Effective September 1997   |        |
|       | iii.1 | an enrolment of over 1,175 | .5 FTE |
|       | iii.2 | an enrolment of over 1,400 | .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) 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.

- (b) When selecting staff for positions which become available the Board will give preference to qualified part-time teachers who have indicated their interest in changing their **status** to full-time in writing in accordance with Article 11:11(a) of the collective agreement.

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) Vacancies which the board intends to fill with a permanent or probationary teacher shall be posted for five (5) school days in the Schools and the Education Centre and shall be open to application by members of the O.E.C.T.A. Secondary unit. Where there are no successful applicants from within the O.E.C.T.A. Secondary unit, the Board may at its discretion advertise and fill the vacancy from outside of the Secondary unit and/or advertise publicly and/or withdraw the posting. 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 currently employed by the Board.
- (b) Notwithstanding the foregoing,
- (i) vacancies for principal and vice principal positions; and
  - (ii) vacant positions of responsibility in the Secondary unit which the Board intends to fill and which have 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 and shall be open to application from inside and outside of the Secondary unit. Where there are no successful applicants from the foregoing, the Board may at its discretion advertise publicly and/or withdraw the posting. 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.
- (c) Subsequent vacancies arising from the filling of the initial vacancy need not be posted.
- 12:02 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 Teacher may request a transfer within the Secondary bargaining unit pursuant to the terms below or be transferred by the Board at its initiation within the Secondary bargaining unit pursuant to the terms below.
- 13:02** (a) Transfers shall be initiated by the Superintendent of Human Resources or by the Teacher at his or her request.
- (b) All transfers shall be based on the needs of the education system.
- (c) Requests for transfer by Teachers 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 to the school Principal.
- (d) The Board will notify the Teacher being transferred in writing of the details of the transfer.
- (e) The Teacher affected by a Board initiated Transfer will be given the opportunity to discuss the transfer with the Superintendent of Human Resources.
- 13:03** (a) The Superintendent of Human Resources will attempt to secure a mutually satisfactory placement for all teachers in the system.
- (b) The Board will endeavor to determine principal and vice-principal placements by March 31.

## 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** (a) (i) A surplus of Teachers in O.E.C.T.A. Secondary Unit shall be deemed to exist when the calculation of the PTR is less than the PTR specified in Article 11:01 of this agreement.

(ii) The seniority of any Teacher employed as of January 17, 1997 will include the continuous experience since the last day of hire as a teacher employed by the Board, both within and outside the Secondary unit. The seniority of a Teacher employed after January 17, 1997 will be as of the date of hire.

**16:02** In the event of a surplus of Teachers, the Board will endeavour to absorb the surplus of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.

**16:03** (a) Where a surplus exists after attrition, reduction in teaching staff shall be accomplished in accordance with the following order of priority:

(1) nonqualified Teachers

(2) probationary Teachers 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) seniority

(iii) length of continuous teaching with this Board or its predecessors and/or military service

(iv) length of teaching experience in Ontario

(v) length of teaching experience anywhere

(vi) Teacher's Q.E.C.O. Statement of Evaluation in decreasing rank

(3) permanent contract Teachers on the following basis of priority:

(i) seniority

(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) Teacher's Q.E.C.O. Statement of Evaluation in decreasing rank

- 16:03 (b)** The Teachers with the lowest priority as established by the above, shall be the first to ~~be~~ laid off provided the remaining Teachers are qualified pursuant to the Education Act and the regulations thereunder to teach the courses or programme~~s~~ which the Board provides. The Board shall review its files for the purpose of determining whether the remaining Teachers 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 ~~ate~~ not to be included in the above noted review.
- (c) In the event the remaining Teachers are not qualified to teach the courses or programmes which the Board provides, then the Teacher with the lowest priority who would otherwise ~~be~~ selected for layoff will be retained and the Teacher 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 originally selected for lay off shall be laid off.
- (d) (i) The programs in ~~the~~ Secondary unit for which the Board requires Teachers 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)
  - Technological Studies
  - ~~Programs~~ which require Senior Division Qualifications and ~~Business~~ Studies
- (ii) 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) representatives of the Secondary unit of O.E.C.T.A. will meet with representatives of the Board to resolve the matter.



- 16:04** The Board will meet with **two** representatives ~~from~~ the Secondary unit of O.E.C.T.A. prior to the announcement of lay offs and recall from layoffs for the purpose of advising the said representatives of the Teacher or Teachers to be laid off ~~or~~ recalled from lay off.
- 16:05** The seniority list shall be drafted by the Board as of September 30th, with a copy to be forwarded to the President of the local affiliate by December 1st of each year. ~~The~~ seniority of each Teacher will be deemed correct unless a Teacher advises the Board by January 31 of the following year that his or her seniority is incorrect. Where it is subsequently determined that the seniority ~~of~~ the Teacher was in error, the list will be amended May 1 and deemed correct thereafter. The Board will update the list ~~on~~ May 1 for new hires.
- 16:06** In making new appointments to the staff, the Board shall first offer these positions to those Teachers who were laid off and who retain their seniority according to the collective agreement. The Board will offer all vacant positions in the Secondary panel which it intends to fill to those Teachers who hold the required qualifications 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.
- 16:07** Notification must be given in writing by November 30th or May 31st to the Teacher that has been declared surplus.
- 16:08**
- (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.

**16:09** **Principal Redundancy**

In the event a surplus of Principals occurs 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.

**16:09 (b)** Where a surplus exists after attrition, reduction in Principals shall be accomplished in accordance with the following order of priority of Principals:

- (i) length of service as a Principal with this Board where service for Teachers employed as Principals as of January 17, 1997 shall include all continuous service as a Principal with the Board inside and outside the Secondary Unit and for Teachers employed as Principals thereafter shall be with the Secondary panel alone.
- (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

(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 current or previous school year. Such offers shall be made in the reverse order of priority used to declare Principals surplus.

**16:10** Vice-Principal Redundancy

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

- (i) length of service with this Board either as a Vice-Principal and/or a Principal where service for Teachers employed as Vice-Principal and/or Principal as of January 17, 1997 shall include all continuous service as a Vice-principal and/or Principal with the Board inside and outside the Secondary Unit and for Teachers employed as Vice-Principals or Principals thereafter shall be with the Secondary panel alone
- (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 new appointments to the position of Vice-Principal, the Board shall first offer the position to a Teacher 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 has the necessary qualifications.

- 16:10** (c) A Teacher who was declared redundant from a position of Coordinator ~~or~~ Consultant position and who is offered a Vice-Principal position, in accordance with (b) above, shall have first right of refusal ~~of two~~ offers made in the course of two different school years. If the Teacher has not accepted a Vice-principal position at the end ~~of~~ this period, the Teacher shall lose all right to recall provided by the above-noted clause.
- 16:11** If after applying the provisions of 16:03, 16:09 and 16:10 there remains a surplus of teachers within a group, the Teacher to be declared surplus will be selected by lot conducted by the Superintendent of Human Resources in the presence of the Branch Affiliate President.
- 16:12** Teachers whose contracts have been terminated pursuant to Article 16 shall retain their seniority for three (3) years.

#### **ARTICLE 17 • GRIEVANCE PROCEDURE**

- 17:01** (a) A grievance means a complaint by a Teacher, the Board, or by the Ontario English Catholic Teachers' Association, Thunder Bay Secondary Unit, that there has been an alleged violation, misinterpretation ~~or~~ misapplication of any provision of this Collective Agreement.
- (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 the Association which is neither an individual nor a group grievance. Policy grievances may be initially submitted at Step 2 of Grievance Procedure (17:05).
- (c) The O.E.C.T.A. Secondary unit will inform the Superintendent of Human Resources before September 30 of the name or names of the Grievance Officer or Officers.
- 17:02** (a) Time limits specified in ~~this~~ article may be amended by mutual agreement ~~of the parties~~.
- (b) The grieving party may withdraw its grievance at any time by submitting its intention to the other party in writing.
- 17:03** The term 'days' when used in this article shall refer to 'school days'.

#### 17:04 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., forward a written statement of the grievance to the appropriate Superintendent with a copy to the President of the local Secondary Unit. Such statement shall contain a summary of the nature of the grievance, the provision or provisions 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 17:04 (a).  
  
The Teacher, at his or her discretion, may be accompanied by the Grievance Officer or another member of the local Association.
- (c) The Superintendent shall, within ten (10) days following receipt of the written grievance as per 17:04(a) reply in writing to the grievance.

#### 17:05 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 17:04(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) The grievance of a Teacher who has been dismissed may be submitted directly to Step Two of the Grievance Procedure.
- (d) A Teacher may withdraw a grievance at any time in writing.

#### 17:06 POLICY GRIEVANCE

- (a) A policy grievance shall be submitted in writing within thirty (30) days of the incident giving rise to the grievance by the Board to the President of the Secondary unit and/or by the Secondary unit to the Director of Education. Such statement shall contain a summary of the nature of the grievance, the provision or provisions of the collective agreement allegedly violated and the remedy sought.

- 17:06 (b) The receiving party shall reply in writing within twenty (20) days of receipt of the grievance.

17:07 ARBITRATION

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

- (a) After having exhausted the Grievance Procedure provided for by 17:04 and 17:05 or 17:06, the grieving party may, within ten (10) days following the expiry of the time limits stipulated in 17:05 or 17:06, notify the other party, in writing, of its intention to submit the matter to arbitration. The notice shall contain the name of the grieving 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 or Teachers involved and the local unit President.
- (b) The party receiving the notice shall appoint its nominee within ten (10) days of receipt of notice.
- (c) 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 his or her 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 his or her being a ratepayer within the area of jurisdiction of the Board.
- (d) 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.
- (e) 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.
- (f) 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.

- 17:07 (g) The Board and the appropriate Association 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.
- (h) 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.
- 17:08 Unless mutually agreed otherwise by both parties, the place of hearing shall be in the City of Thunder Bay.
- 17:09 Failure of the Board in the case of a grievance initiated by a Teacher or the local unit of O.E.C.T.A., or failure by O.E.C.T.A. 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.
- 17:10 (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 17:10 (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 18 - CUMULATIVE SICK LEAVE AND WORKERS' COMPENSATION

##### 18:01 SICKLEAVE

- (a) The classes of Teachers eligible under this Sick Leave Credit System shall be members of the O.E.C.T.A. Secondary Unit.
- (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.

- 18:01 (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 ~~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.
- (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.

## **18:02 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 19 - LEAVE OF ABSENCE

### 19:01 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.

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.

### 19:02 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.

### 19:03 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.



- 19:03 (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.

**19:04 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.

**19:05 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.

**19:06 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.

**19:07 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.

**19:08 LEAVE FOR ASSOCIATION 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. The Board agrees to extend the half-time leave without pay or contributions towards benefits to a full-time leave without pay or contributions towards benefits if the Affiliate **so** requests following **ratification of** this memorandum. If the Association **so** requests a full-time leave, the full-time leave will commence upon the filling **of** the vacancy created by the extended leave.

The Affiliate shall pay the yearly salary and contributions towards benefits, or half yearly salary and contributions towards benefits, as applicable. The Board shall administer such salary and contributions towards benefits **through** the normal payroll process.

The Affiliate will levy an amount **to** make the above noted payment. The Board will collect **the** levy **and** the Association will render the Board harmless against any liability for collecting the levy.

- (b) The leave **will be** recognized for experience, seniority and salary purposes.
- (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 Secondary 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.

- 19:08** (ii) The salary of the Teacher will be maintained in accordance with clause 19:08 (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) Neither leave shall be charged against Sick Leave or Cumulative Sick Leave Credits.
- (f) The President of the Local Unit of O.E.C.T.A. shall notify the Director of Education in writing, by June 30<sup>th</sup> of the leave required for the President for the next school year.
- (g) The President of the Thunder Bay O.E.C.T.A. Unit shall be granted the equivalent of two (2) full day leaves of absence per school year without loss of pay or sick leave or cumulative sick leave credits for the purpose of attending council of Presidents meetings.

**19:09 LEAVE FOR CHIEF NEGOTIATOR**

The Chief Negotiator may be granted by the Superintendent of Human Resources, up to five (5) 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.

**19:10 LEAVE FOR PERSONAL REASONS**

- (a) Leave for personal reasons (other than reasons listed in 19:02 to 19:09 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.
- (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.

**19:11 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~~ 19:02 to 19:09 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 Superintendent of Human Resources, 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.
  - (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.

**19:12 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.

19:12 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) weeks 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
  - (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.

19:12 (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 Human Resources Development Canada approved supplementary benefit plan for the ~~two~~ (2) week waiting period under ~~Human~~ Resources Development Canada at a weekly rate equal to 60% of the teacher's weekly insurable earnings under Human Resources Development Canada provided that the teacher:
- (i.1) is eligible for pregnancy leave benefits under Human ~~Resources~~ Development Canada and,
  - (i.2) ~~makes~~ a claim to the Board ~~on~~ a form indicating the weekly amount payable ~~by~~ Human Resources Development ~~Canada~~.
- (i) ~~This~~ plan shall be subject to approval of Human Resources Development Canada.

## 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.
- (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.

- 19:12 (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 22;**and,**
- (ii) who elects not to contribute his or her contribution towards the premium **costs** of the said benefits plans
- (b) 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**.

19:12 (b) 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.

(c) 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.

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



- 19:12** (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 19:11 (e) (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.

**19:13 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.

**19:14 ~~DEFERRED~~ SALARY LEAVE PLAN**

**(a) Preamble**

The Lakehead District Roman Catholic Separate School Board and the Thunder Bay O.E.C.T.A Secondary Unit ~~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.

19:14 (b) **Description**

The Deferred Salary Leave Plan is developed to afford Secondary teachers the opportunity of taking

- (i) the first semester of a school year;
  - (ii) the second semester of a school year; or
  - (iii) the first and second semester of a school year
- as a leave of absence without pay and of financing the leave through deferral of salary. It is understood that no more than **six (6)** 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 Superintendent of Human Resources 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. 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.

(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:

**19:14**

- i) Each Teacher in the Plan shall ~~sign~~ an agreement as per 19:14(h) with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board.
- (ii) A Trusteed 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 Trusteed 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 ~~Trusteed~~ 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~~ lump 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).
- (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~~.

19:14

- (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 ruling 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 19:14(h) supplied by the Board.

**19:14 (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.

19:14 (h)

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

I have read the terms and conditions of The Lakehead District Roman Catholic Separate 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 O.E.C.T.A. Secondary Unit 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

**19:15 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 20- SABBATICALLEAVE**

**20:01 Purpose**

SabbaticalLeave 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.

**20:02 Eligibility**

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

**20:03 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.

**20:04 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

- 20:04 (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.. 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.

20:05 **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.

20:06 **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 21 - RETIREMENT GRATUITY

- 21:01 (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 22 - OTHER BENEFITS

- 22:01** O.H.I.P. - The Board shall pay 100% of the premium cost of the Ontario Health Insurance Plan.
- 22:02** SEMI-PRIVATE - The Board shall pay 100% of the premium cost of the Liberty Health Semi-Private coverage.
- 22:03** DRUG PLAN - The Board shall pay 100% of the premium cost of Liberty Health 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.
- 22:04** 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.
- 22:05** DENTAL - The Board shall pay 75% of the premium cost for the dental plan Liberty Health Dental Plan #9, using the Ontario Dental Association's latest prevailing rates.
- 22:06** 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.
- 22:07** CHIROPRACTIC COVERAGE - The Board will pay 100% of the premium cost of Liberty Health Chiropractic Coverage.
- 22:08** VISION CARE PLAN - The Board shall pay 100% of the premium for the Liberty Health Vision Care Plan \$175/24 months.
- 22:09** DELUXE TRAVEL PLAN - The Board shall pay 100% of the premium for the Liberty Health Deluxe Travel Plan.
- 22:10** Provided such coverage is available, coverage for Extended Health Care, Semi-Private, Chiropractor, Dental, and Vision shall include dependant students under the age of twenty-five (25) years.
- 22:11** 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**

- 22:12** 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.
- 22:13 (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 Association, 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 in 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 23 - DEFINITION OF LEVELS**

#### **23:01 Pre-Level**

- (a)** Teachers who are members of the O.E.C.T.A. Secondary Unit 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 23:02 below.

- 23:02 Categories outlined by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 3 shall be **used**.
- 23:03 (a) Any Teacher who presents to the Superintendent of Human Resources, on or before December 31<sup>st</sup> 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 31<sup>st</sup> is not possible, the Teacher shall provide the Superintendent of Human Resources with proper written notification on or before December 31<sup>st</sup>, 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.
- 23:04 (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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> is not possible, the Teacher shall provide the Superintendent of Human Resources with proper written notification on or before April 1<sup>st</sup>, 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 24 • COORDINATORS AND CONSULTANTS

**24:01** Coordinators shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective August 31, 1994- \$8,177

**24:02** Consultants shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective August 31, 1994 - \$4,089

## ARTICLE 25 • OTHER ALLOWANCES

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

Effective August 31, 1994- \$3,007

### **25:02** Trade/Technical or Business Experience Allowance

- (a) Effective September 1, 1990, all qualified teachers shall receive an allowance annually for trade/technical or business experience. The teacher will be credited \$500.00 for each year of trade/technical or business experience, to a maximum of \$2,500.00. This allowance shall not permit the teacher's salary to exceed the maximum 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 26 • VICE-PRINCIPALS

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

Effective August 31, 1994 - \$6,853

## ARTICLE 27 • PRINCIPALS

**27:01** Each Principal shall be paid a base salary of:

Effective ~~August 31, 1994~~ \$75,439

**27:02** In addition, a responsibility allowance over base salary shall be paid ~~to~~ Principals of Secondary Schools as follows:

Effective August 31, 1994- \$9,259

## ARTICLE 28 • ACTING PRINCIPAL

**28:01** ~~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.

**28:02** Where the Acting Principal has vacated the position of Vice-Principal, ~~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 29 • SCHOOL YEAR

**29:01** ~~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 30 • PROFESSIONAL DEVELOPMENT

**30:01** One hundred dollars (\$100.) per FTE will be designated to each school. Professional development ~~funds~~ shall ~~be~~ allocated by the Principal.

## ARTICLE 31 • TEACHER SALARIES

**31:01** Teacher salaries shall be in accordance with the Table of Salaries as provided for in Section V of ~~this~~ Agreement.

BOARD TEACHER SALARY NEGOTIATIONS • 1996/98

SECONDARY TABLE OF SALARIES

SEPTEMBER 1, 1996

	LEVEL A	LEVEL A-1	LEVEL A-2	LEVEL A-3	LEVEL 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 32 • CONTINUING EDUCATION

- 32:01** All Continuing Education Teachers as defined in Clause **32:03** below shall be paid according to the following schedule:
- Effective September 1, 1992 - \$38.72 per hour including vacation pay
- 32:02** 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 **32:01** above.
- 32:03** Continuing Education Teacher means a Continuing Education Teacher as defined in the Education Act.
- 32:04** Effective September 1, 1992, the Summer School Principal shall receive a salary of \$4,953.00 including vacation pay.





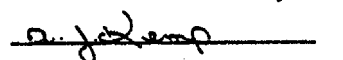
APPENDIX A

LETTER OF INTENT

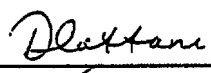

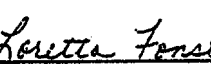
TEACHER-LIBRARIANS

The Board agrees to maintain *the* staffing of Teacher Librarians in effect as of September 1, 1994 until August 31, 1996.

For the Board

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For the Associations

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_


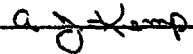
APPENDIX B

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

  
David A. Thompson  


For the Associations

APPENDIX C

MEMORANDUM OF UNDERSTANDING

RECOGNITION/RESTORATION OF YEARS OF EXPERIENCE

Effective Sept. 1, 1996, the Board will restore two(2) years experience on the grid for purposes of salary increment.

Restoration of the grid is not retroactive.

Dated this \_\_\_\_ day of \_\_\_\_\_

For the Board

*[Signature]*  
*Carol Ann Atkinson*  
*[Signature]*

For the Association

*Dattani*  
*[Signature]*  
*Loretta Foster*

APPENDIX D

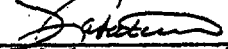
MEMORANDUM OF UNDERSTANDING

A.E.F.O. REFERENCES

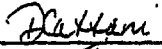

The O.E.C.T.A. Secondary Teachers agree to meet with the Board, O.E.C.T.A. Elementary and A.E.F.O. Elementary and Secondary to discuss changes needed to amend specified references to A.E.F.O. in the O.E.C.T.A. Secondary agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For the Board

  
David L. Smith  
a. j. davis

For the Association

  
  
Loretta Fonso

THIS SECTION DOES NOT FORM 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.**

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

### **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. These 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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