

COLLECTIVE AGREEMENT

between

LAKEHEAD DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

of the First Part,

AND

THE LAKEHEAD ELEMENTARY TEACHERS
FEDERATION OF ONTARIO
Employed by the Board
(hereinafter referred to as "The Union")

of the Second Part

September 1, 2001 *to* August 31, 2004

11197 (03)

E.S.S.A. - INFORMATION ITEM

The following is not deemed to be part of the Collective Agreement. It is presented solely for the information of the elementary teaching staff.

The Ministry of Education in O.S.I.S. 1989 states:

To meet the needs of a wide variety of students whose abilities and interests vary greatly, the school should attempt to provide many different kinds of programs and activities. The co-instructional programs provide students with opportunities for enrichment, the further development of skills, knowledge, and attitudes acquired in the instructional program, the development of personal skills of socialization and independence, the realization of their potential in a less formal setting, and the practice of decisionmaking and the handling of responsibility.

The Lakehead District School Board concurs with the philosophy expressed by O.S.I.S. and considers co-curricular programs to be an integral part of the educational program and a valuable and enriching program for the elementary students of the Lakehead system.

The Lakehead District School Board appreciates the voluntary contributions made by the many Teachers who participate in the co-curricular programs provided in the elementary schools.

In order to facilitate such programs and to recognize the efforts of the Teachers involved, The Lakehead District School Board will endeavour:

- (1) to provide assistance through its budgetary process to schools for the transportation of students to and from approved E.S.S.A. activities.
- (2) to permit executive members, convenors and other staff members involved in day-long E.S.S.A. activities, with the approval of the area Superintendent responsible for E.S.S.A., be relieved from their regular duties that day without loss of salary and without sick leave deduction.
- (3) to provide monies as a portion of the Elementary Professional Development Fund to facilitate professional development activities such as clinics and workshops for Teachers involved in Co-Curricular Activities.

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ARTICLE 1- PURPOSE

- 1:01 It is the desire of the Parties to create and maintain harmonious relationships between them and to cooperate to the fullest extent to provide the highest quality of educational services.
- 1:02 It is the intent of the Parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide processes for the prompt and equitable disposition of grievances which pertain to the Teachers who are covered by this Agreement.

ARTICLE 2- SCOPE AND RECOGNITION

- 2:01 The employer being the Lakehead District School Board (hereinafter referred to as "the Board") recognizes The Elementary Teachers Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except Occasional Teachers.
- 2:02 The Union will inform the Board from time to time as to who is authorized to act on behalf of the Union. The Board agrees not to penalize any Teacher for participating in the Activities of the Union including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- 2:03 This Collective Agreement shall apply to all Teachers who are members of the Union employed by the Board on and after the effective dates.

ARTICLE 3- DEFINITIONS

- 3:01 Wherever used herein, "Board" shall mean the Lakehead District School Board.
- 3:02 "Teacher" means any Teacher employed by the Board in its elementary panel and a member of the Bargaining Unit covered by this Collective Agreement This would include, but is not limited to the following:

- Teachers assigned to the school on a daily basis to teach classes JK to 8 inclusive
- Principal's Relief Teacher
- Core French Teachers
- French Immersion Teachers
- Opportunity Class Teachers
- Child Adjustment Class Teachers
- Industrial Arts Teachers
- Family Studies Teachers
- Teachers of Special Needs Students
- Teachers of the Hearing Impaired
- Learning Centre Teachers
- School Resource Teachers
- Special Education Resource teachers
- Teachers of Instrumental Music
- Teachers of the Visually Impaired
- Teacher/Librarian
- Facilitator
- Education Resource Teacher
- Inclusionary Resource Teachers

- 3:03** Wherever used herein, T.P.P. shall mean Teachers' Pension Plan.
- 3:04** Wherever used herein, "Retirement" means the act of ceasing to be employed by the Board upon becoming eligible for accepting a pension under the Teachers' Pension Plan.
- 3:05** School Year
The length of the school year shall be equal to the minimum number of days required under the Education Act, Regulation 304 as amended from time to time.
- 3:06** Basic Salary means salary, including allowances, for regular day school teaching (excluding any Cost of Living Adjustment).
- 3:07** A sick leave credit entitles a Teacher or part-time Teacher to payment of salary or part-time salary respectively for each day under the provisions of this Agreement during absence from duty.
- 3:08** "Director" means the Director of Education and Secretary for the Board.

- 3:09 "Part-time Teacher" is a Teacher employed by the Board on a regular basis for other than full-time duty.
- 3:10 "Redundant Teacher" is defined as one who is surplus to the staffing requirements of the system.
- 3:11 Amalgamation is the process whereby the name and Ministry I.D. number are withdrawn from a school and the students, staff and structures become the satellite of an existing school.
- 3:12 A "Vacancy" means a teaching assignment covered by this Collective Agreement that is permanently unoccupied because:
- A the incumbent has been transferred out of the elementary panel, promoted, or has resigned; or
 - B. the incumbent has died.
- 3.13 Spouse -For the purpose of this Agreement, "spouse" also refers to common law and same sex partners.

ARTICLE 4- UNION DUES AND ASSESSMENTS

- 4:01 Effective September 1, 1998, the Board shall deduct, Union dues and assessments for each Teacher and forward the funds along with relevant documentation-information (as enabled by law) including updated submission list showing names, addresses, wages earned and dues and assessments deducted- to the General Secretary at E.T.F.O., within thirty (30) days of the dues being deducted. The Union shall inform the Board in writing, thirty (30) days in advance of any changes to the amount of such dues and assessments.

Local Levy

- 4:02 The Board will implement a salary check off for each elementary Teacher. The amount of this deduction will be determined at the direction of the local. Dues and assessments deducted in accordance with this Article shall be forwarded to the District Secretary at L.E.T.O. within thirty (30) days of the dues being deducted. The Union shall provide the Board within thirty (30) days notice of any change in the amount of such dues and

assessments. Such changes shall not occur more than twice a year.

ARTICLE 5- RIGHTS AND RESPONSIBILITIES

- 5:01 The Parties agree that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, nondiscriminatory and consistent with this Collective Agreement and the prevailing statutes governing education and employment in Ontario, and all regulations thereunder.
- 5:02 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its elementary schools. The Board agrees, however, that it will not exercise any of its rights or alter any rules or regulations for the purpose of restricting or limiting the rights of its Teachers as granted and preserved in this Agreement and will not exercise any of its rights in a manner inconsistent with the terms and provisions of this Agreement.

No Discrimination

- 5.03 The Board and the Teachers agree that there should be no discrimination as defined in the Ontario Human Rights Code with respect to any employee in any matter relating to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap or by reason of membership or activity in the Union.

It is not the intent of this provision to prevent the Board from implementing mandatory retirement or establishing and maintaining bona fide occupational qualifications.

ARTICLE 6- IMPLEMENTATION

- 6:01 Effective September 1, 2001 all Teachers shall be paid on the salary grid outlined in 11:01 based on qualifications and **total** experience.
- 6:02 Should the Board create a new position to be filled by a Teacher who would be covered under this Collective

Agreement, the Parties shall negotiate and reach an agreement on the annual salary and the allowances. if any, the duties, responsibilities, qualifications and other circumstances affecting the filling of the position, before an appointment is made. If no agreement is reached, the matter may be submitted to arbitration in accordance with the provisions of Voluntary Arbitration. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.

- 6:03 It shall be the prerogative of the Board to withhold for one year the increment of a Teacher whose work is inadequate as attested to by the Director or Superintendent and Principal, provided that the Teacher is given adequate notice, in writing, by the Board, before April 30th, why the Board is withholding the increment, is instructed how to improve, and provided that the Teacher is reinstated at the point on the salary schedule where the Teacher would have been if the increment had not been withheld, if satisfactory improvement is made. Failing satisfactory improvement, the Teacher will be dismissed in accordance with the terms of the teaching contract.

ARTICLE 7 - PAYMENT SCHEDULE, CATEGORY PLACEMENT, PAY EQUITY, AND GRANDPARENTING PROVISIONS

Payment Schedule

- 7:01 Daily rate shall be defined as:

Annual Salary

of legal school days in that school year

Where annual salary equals (grid salary + allowance) X
(% of FT contractual status) and legal school days include
PA. days

- 7:02 Payments will be made in accordance with the following schedule, to be deposited in the Bank of the Teacher's choice. The Board reserves the right to make payment for extra earnings by cheque.

7:03 Where a Teacher is employed for less than a school year, salary owing for the balance of the year will be calculated as:

Daily rate **X** # of legal school days worked.
The result will be divided by the number of pay dates remaining in the year, to be paid in equal instalments.

7:04 If a Teacher is employed during the latter part of August or after the mid point of a pay period which precludes meeting the normal payroll run, the Teacher will be paid as soon as possible thereafter.

7:05 If a Teacher is employed after the mid point of a pay period, the first payment will be based on a daily salary rate for the remainder of that pay period. The balance of salary owing for that year will be calculated as above with respect to "a Teacher employed for less than a school year". Where it is legal and practical, proportional deductions will be made on each pay date.

7:06 As of September 1, 1978 any Teacher newly hired on a part-time basis or any Teacher presently employed on a full-time basis who requests part-time employment will be paid salary and benefits as defined in Article 13, pro-rated as below,

Staff employed less than or equal to one-half time, will be eligible for benefits as defined in Article 13 prorated to one-half.

Staff employed greater than one-half time, will be eligible for benefits as defined in Article 13 equal to a full time employee.

7.07 Bi-Weekly Payroll- for 2003-2004

Where it is legal & practical, the date of pay will be:	Proportion of Annual Pay (%)	% Remaining to 100%
September 11, 2003	3.8462	96.1538%
September 25, 2003	3.8462	92.3076%
October 9, 2003	3.8462	88.4614%
October 23, 2003	3.8462	84.6152%
November 6, 2003	3.8462	80.7690%

November 20, 2003	3.8462	76.9228%
December 4, 2003	3.8462	73.0766%
December 18, 2003	3.8462	69.2304%
January 1, 2004	3.8462	65.3842%
January 15, 2004	3.8462	61.5380%
January 29, 2004	3.8462	57.6918%
February 12, 2004	3.8462	53.8456%
February 26, 2004	3.8462	49.9994%
March 11, 2004	3.8462	46.1532%
March 25, 2004	3.8462	42.3070%
April 8, 2004	3.8462	38.4608%
April 22, 2004	3.8462	34.6146%
May 6, 2004	3.8462	30.7684%
May 20, 2004	3.8462	26.9222%
June 3, 2004	3.8462	23.0760%
June 17, 2004	3.8462	19.2298%
July 1, 2004	3.8462	15.3836%
July 15, 2004	3.8462	11.5374%
July 29, 2004	3.8462	7.6912%
August 12, 2004	3.8462	3.8450%
August 26, 2004	3.8462	0.00%

* Should pay date fall on a statutory holiday or weekend, the pay date will be the immediately preceding banking day.

Category Placement

- 7:08** Subject to the following provisions of this clause, the placement of Teachers in their respective categories shall be determined by the Qualifications Evaluation Council of Ontario Programmes 4 & 5. .
- 7:09** The Board reserves the right to challenge any Statement and Q.E.C.O. to show how the particular classification was determined.

- 7:10 Teachers holding a Letter of Standing valid in Ontario will be placed in the proper Category in accordance with academic qualifications and Q.E.C.O.
- 7:11 A Teacher who, prior to August 31, 1973, was placed in a Category for pay purposes but who holds qualifications less than those required by Q.E.C.O. Certification shall remain at the present salary until such time as the Teacher becomes qualified for the present category or higher or until the salary, in accordance with Q.E.C.O. Certification and experience exceeds the present salary.

Pay Equity

- 7:12 A Teacher who has successfully completed the course requirements listed in the clause shall move to the maximum of Category A on September 1st or February 1st provided course requirements are completed prior to September 1 or February 1 respectively. No acceptable course shall be included which has been used in any way whatsoever by the Teacher for a previous category ranking. Movement shall take place as follows:
- 7:13 In the case of a Teacher qualified in accordance with Article 7:08 to be placed in Category B, 5 acceptable courses at least 4 of which must have been completed since January 1, 1990.
- 7:14 In the case of a Teacher qualified in accordance with Article 7:08 to be placed in Category C, 7 acceptable courses at least 5 of which must have been completed since January 1, 1990.
- 7:15 In the case of a Teacher qualified in accordance with Article 7:08 to be placed in Category D, 9 acceptable courses at least 6 of which must have been completed since January 1, 1990.
- Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement in accordance with Article 7:08.
- 7:16 On each September 1, a Teacher who would have been placed in former D, C, or B prior to the execution of this Pay Equity Plan, shall be placed in the Teacher's actual experience step in Category A but shall not move beyond

the Category A penultimate experience step except as outlined in this section.

Procedure

- 7:17 The procedure for obtaining a category adjustment shall be as follows:
- 7:18 Applications are to be made on a form to be provided by the Board. These forms are available to Teachers at the School Office or from the office of the Superintendent of Corporate Services.
- 7:19 Applications are to be filed with the Superintendent of Corporate Services.
- 7:20 Applications are to be accompanied by the supporting documents.
- 7:21 All applications must be approved by the Board before becoming effective.

Effective Dates of Adjustments

- 7:22 Applications for category adjustments, fully supported by the required documents, received and approved by the Board prior to December 31 in any year, shall be retroactive to September 1 of that year.
- 7:23 In the event that documentation of the application cannot be completed by December 31, the Teacher concerned shall file prior to December 31st a letter of explanation stating the reason for the delay in completing the documentation. If the reason stated is deemed to be a valid one, this letter will serve to protect the person's application and its retroactivity until the deadline of May 31 of the year of the Agreement.
- 7:24 Category changes resulting from academic or other credits gained since September 1, but prior to January 31 of the school year, will result in adjustments retroactive to February 1 of the current school year. Documentation will be completed within four months of the date of qualification.

Adjustments for Post-Graduate Degrees

7:25 In order to qualify for the adjustment in allowance or change in category for a Post-Graduate Degree by September 1, all work must be completed by that date and the person fully qualified for that degree. Similarly, if a Teacher were to qualify for the adjustment of the allowance for a Post-Graduate Degree, or change in category, on the second qualifying date of January 1, all requirements must be completed by that date. There would be a retroactive pay under the terms of this clause. **All** documentation must be completed by December 31 for retroactive pay to September 1, and by May 31 for retroactive pay to January 1.

7:26 **A Course shall be:**

- Any course approved by the College of Teachers and which is recognized as a qualification for standardization of certification; or,
- A full course at any university approved by the College of Teachers; or,
- A course offered by any other educational institute and recognized by the Board and the Union.

Grandparenting Provisions

7:27 The salary (as described in clause 11:01) of any Teacher within the Union coming under this Agreement shall not be adversely affected by the Agreement. The salary of any Teacher who is ahead of the schedule (as described in clause 11:01) according to the Teacher's qualifications and experience, will remain at that figure until such time as qualifications and experience merit further increment.

7:28 Should a Teacher, for any reason, cease to qualify for the allowance described in 12:07 and 12:08 or the position cease to exist, such Teacher would continue to receive the allowance for the remainder of the school year in which the Teacher ceases to qualify.

ARTICLE 8- GRIEVANCE PROCEDURE

8.01 DEFINITIONS: In this Article:

'mean week days exclusive of Saturdays, Sundays, and any Holiday or Development days;

"grievance" means a claim over the interpretation, application, administration and/or alleged violation of the terms of this agreement;

"party" means either party to this agreement;

"Superintendent" means Area Superintendent for school based issues or Superintendent of Policy and Community Services for system based issues.

"Teacher/Board Committee of Review" means the committee constituted annually in writing composed of five voting members, two Teachers appointed by the Board and two representatives appointed by the Board, at least one of whom shall be a Trustee.

8:02 Should any difference arise between the Board and a Teacher from the interpretation, application, administration or alleged violation of the provisions of this agreement, and all reasonable efforts have been made to resolve the issue with the Principal of the school, a grievance may be lodged as provided herein.

8:03 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations, at any stage of the grievance-arbitration procedure.

8:04 It is understood that each grievance will be judged on its own individual merit(s).

8:05 STAGE ONE:

A Teacher, or a group of Teachers, may within twenty (20) days of the occurrence of the incident giving rise to the grievance, or within twenty (20) days of the date the grievor(s) should have been aware of the event or the relevant facts, make written representations to the appropriate Superintendent or designate, either of whom shall meet with the Teacher, or two (2) representatives

from a group of Teachers concerned, and one (1) representative of the Union within twenty (20) days of the initial request for a meeting. The Superintendent shall render a written reply, which shall include reasons for the decision made, to the Teacher(s) within three (3) days of the date of the initial meeting. If a decision satisfactory to the aggrieved Teacher is not given, then the grievance may be referred to the President of the Union within three (3) days. The President of the Union shall make a decision within five (5) days concerning the Union's support of the Teacher's grievance.

8:06 STAGE TWO:

Failing resolution of the grievance at Stage One, the President of the Union may, within five (5) days after the referral of the grievance to it, reduce the grievance to writing, setting out the facts of the grievance, together with the provisions of the agreement claimed to be violated and the remedy sought, and refer such written grievance to the Director of Education. The Director of Education, or designate, shall meet with the aggrieved Teacher, or two (2) representatives from a group of grieving Teachers, and one (1) representative of Union within ten (10) days of receipt of the written grievance. Within three (3) days, the Director of Education or designate shall render a written decision to the President of the Union and the Teacher(s).

8:07 STAGE THREE:

Failing resolution of the grievance at Stage Two, the President of the Union may, within five (5) days following receipt of the Director of Education's decision, make written request to the Director of Education, requesting that the grievance be referred to the Teacher/ Board Committee of Review. Within fifteen (15) days of receipt of the written request, the Teacher/Board Committee of Review shall meet to hear the grievance. Both the Union and the Board may call witnesses at their own discretion, and only the members of the Committee have the right to vote. The Committee shall render its decision within three (3) days of the meeting. The Chair of the Committee shall be elected from and by the members of the Committee and the Chair shall alternate annually between a Teacher representative and a Board representative.

The Teacher or group of Teachers who has the complaint may be allowed to participate in all proceedings but the vote.

Any decision rendered by the Committee will be signed by all four voting members, and it shall be the responsibility of the Chair to ensure the grieving party receives the Committee's decision within three (3) working days of the date of any formal meeting. The written reply of the Committee shall include reasons for the decision made.

Arbitration:

- 8:08** In the event that a grievance has not been resolved at Stage Three in a manner satisfactory to both the parties, either party may, by notice in writing given to the other party within fifteen (15) days from the receipt of the decision of the Committee, refer it to Arbitration in the following manner:
- 8:09** Notice of referral to arbitration shall contain the name of that party's nominee to the Arbitration Board;
- 8:10** Within five (5) days from receipt thereof, the party receiving the notice shall notify the other party of the name of its nominee to the Arbitration Board;
- 8:11** No person shall be appointed a member of a Board of Arbitration who has any direct pecuniary interest in the matters coming before it, or who has, within a period of six (6) months immediately preceding the date of appointment, acted as mediator, solicitor, counsel, agent or negotiator of either of the parties; but no person shall be deemed to have direct pecuniary interest by reason only of being a ratepayer within the area of jurisdiction of the Board;
- 8:12** The two nominees **so** selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair;
- 8:13** If either party fails to appoint a nominee, who is willing to **so** act, within the time limits, or if the nominees fail to agree upon a Chair who is willing to **so** act, within the time set out above, the appointment of the nominee or Chair shall be made by the Minister of Labour upon request of

either party and subject to the limitations imposed by the preceding Clause 8:11.

The Arbitration Board shall hear and determine the grievance and the finding of the majority of the Arbitration Board as to the facts and as to the interpretation, application, administration or alleged violation of the terms of this Agreement shall be conclusive and binding upon the parties and the Teacher concerned, but if there is no majority the decision of the Chair governs. In no event shall the arbitrators be authorized to alter, modify or amend any part of this agreement.

Each party shall pay the expenses of and fees payable to its nominee and each party shall be responsible for one-half (½) of the expenses of and fees payable to the Chair.

Unless mutually agreed otherwise by both parties, the place of hearing for an Arbitration Board shall be in the City of Thunder Bay.

Single Arbitration

8:14 If mutually agreed upon by the parties the grievance may be submitted to a single arbitrator. Within five (5) school days the parties will submit names for the single arbitrator. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario.

Policy Grievance

8:15 Any grievance arising between the parties, instead of following the procedure hereinbefore set out, may be submitted in writing by either of them at Stage Two within ten (10) days of the occurrence of the incident giving rise to the grievance, or within ten (10) days of the date the grieving party should have been aware of the event or the relevant facts. This procedure shall be reserved for grievances for which the regular grievance procedure for Teachers is not available and it shall not be used to bypass the regular grievance procedure. In the case of a Board grievance, the roles of Board and Federation personnel are reversed.

Group Grievances:

- 8:16** Any grievance between more than one Teacher and the Board shall proceed in the same way as an individual grievance and shall be subject to the same time limits. The submission of a group grievance must be acknowledged in writing by each member of the group, and, where such acknowledgment is not given, the grievance does not apply to that member of the group.

Time Limits:

- 8:17** The time limits set out in this Article are mandatory and, if any of them are violated by the grievor, the grievance shall be considered to have been abandoned or withdrawn unless an extension of the time limits had been mutually agreed upon. Failure of the other party to meet its time limits will cause the grievance to proceed to the next step in the grievance procedure.

Grievance Fast Tracking:

- 8:18** Nothing in this process shall be considered as preventing the parties from bypassing a stage or stages in the process.

Discharge Grievance:

- 8:19** Where a Teacher has received a written termination notice, the Teacher may, within ten (10) school days, file a grievance at step 2.

Grievance Mediation:

- 8:20** Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

ARTICLE 9 - JUST CAUSE

- 9:01** A Teacher shall be notified of the right to be represented by the President or designate of the Union prior to any discipline, documentation, or dismissal. Prior to the commencement of formal documentation or dismissal, the

President or designate of the Union will be notified by the appropriate Superintendent

9:02 No Teacher with the Board shall, without just cause given in writing within 5 (five) calendar days from the time the Teacher is informed of any such action be:

- discharged
- assessed a loss in salary and/or benefits
- transferred administratively causing unreasonable personal hardship
- placed under formal review through the documentation process

9:03 The provisions of this Article shall not apply to:

- discharge or transfer as a consequence of the normal redundancy process as per Article 22.
- term appointments exclusive of the normal redundancy process as per Article 22.

ARTICLE 10 - ALLOWANCE FOR TEACHING EXPERIENCE

10:01 Full allowance shall be granted for all previous experience on contract performed while certificated upon presentation of documentary proof by the Teacher of such experience and certification.

10:02 Experience gained prior to September 1, 1998 as a certificated Occasional Teacher shall be recognized as experience for grid purposes at the rate of 185 days equals one year. Effective September 1, 1998 experience for grid purposes shall be at the rate of 190 days equals one year. Adjustments for the grid placement shall be made as of September 1 in any year upon presentation of documentary proof provided by the Teacher. Documentation must be provided within 30 days of hire for adjustment in that year.

10:03 Experience on contract less than full-time or less than a complete year shall be pro-rated as a decimal of a year and accumulated at the end of each school year. When accumulated experience equals or exceeds .5, placement on the salary schedule shall be at the next year of

experience the following September or date of commencement of service if subsequent to September 1.

10:04 Experience gained teaching summer school or night school shall not count as experience for the salary schedule. Where experience on a Letter of Permission has been accepted previously by the Board, it shall continue to be recognized for purposes of placement on salary schedule.

10:05 Example of calculation of part-time experience:

Year 1 - 3.2 years = 3-year allowance on schedule;
 Year 2 - 3.2 years + .3 years = 3.5 years = 4-year allowance on schedule;
 Year 3 - 3.5 years + .7 years = 4.2 years = 4-year allowance on schedule.

ARTICLE 11-SALARY SCHEDULE

11.01 Salary Schedule Effective May31, 2001

ELEMENTARY GRID- CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	31,621	33,710	35,374	38,060	41,189
1	33,233	35,733	37,523	40,400	43,716
2	34,846	37,759	39,671	42,742	46,245
3	36,459	39,783	41,821	45,080	48,776
4	38,071	41,807	43,971	47,420	51,302
5	39,683	43,831	46,118	49,761	53,831
6	41,295	45,857	48,268	52,099	56,360
7	43,908	47,879	50,416	54,440	58,888
8	44,523	49,903	52,566	56,780	61,418
9	46,135	51,928	54,712	59,121	63,947
10	47,748	53,953	56,862	61,460	66,475
11	49,360			63,801	69,003
Penultimate	50,706				
Ultimate	53,953				

11.02 Salary Schedule effective August 31, 2001

ELEMENTARY GRID – CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	31,937	34,047	35,728	38,441	41,601
1	33,565	36,090	37,898	40,804	44,153
2	35,194	38,137	40,068	43,169	46,707
3	36,824	40,181	42,239	45,531	49,264
4	38,452	42,225	44,411	47,894	51,815
5	40,080	44,269	46,579	50,259	54,369
6	41,708	46,316	48,751	52,620	56,924
7	43,337	48,358	50,920	54,984	59,477
8	44,968	50,402	53,092	57,348	62,032
9	46,596	52,447	55,259	59,712	64,586
10	48,225	54,493	57,431	62,075	67,140
11	49,854			64,439	69,693
Penultimate	51,213				
Ultimate	54,493				

11.03 Salary Schedule Effective September 1, 2001

ELEMENTARY GRID – CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	32,576	34,728	36,442	39,209	42,433
1	34,237	36,812	38,656	41,620	45,036
2	35,898	38,899	40,869	44,033	47,642
3	37,560	40,984	43,084	46,441	50,249
4	39,221	43,070	45,299	48,852	52,851
5	40,881	45,155	47,511	51,264	55,457
6	42,542	47,242	49,726	53,672	58,062
7	44,204	49,325	51,939	56,084	60,666
8	45,868	51,410	54,153	58,495	63,273
9	47,528	53,496	56,364	60,906	65,878
10	49,190	55,582	58,579	63,316	68,483
11	50,851			65,728	71,087
Penultimate	52,237				
Ultimate	55,582				

11.04 Salary Schedule Effective September 1, 2002

Year	FI FMF				
	A	A-1	A 2	A 3	A-4
0	33,227	35,423	37,171	39,994	43,282
1	34,921	37,548	39,429	42,452	45,937
2	36,616	39,677	41,686	44,913	48,594
3	38,311	41,804	43,946	47,370	51,254
4	40,005	43,931	46,205	49,829	53,908
5	41,699	46,058	48,461	52,289	56,566
6	43,393	48,187	50,720	54,746	59,223
7	45,088	50,311	52,977	57,206	61,880
8	46,785	52,438	55,237	59,665	64,538
9	48,479	54,566	57,492	62,125	67,196
10	50,174	56,694	59,751	64,582	69,852
11	51,868			67,042	72,509
Penultimate	53,282				
Ultimate	56,694				

11.05 Salary Schedule Effective September 1, 2002

ELEMENTARY GRID- CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	33,560	35,777	37,543	40,394	43,714
1	35,271	37,924	39,824	42,877	46,396
2	36,982	40,074	42,103	45,363	49,080
3	38,694	42,222	44,385	47,844	51,767
4	40,405	44,370	46,667	50,327	54,447
5	42,116	46,518	48,946	52,812	57,131
6	43,827	48,669	51,227	55,293	59,816
7	45,539	50,815	53,507	57,778	62,499
8	47,253	52,963	55,789	60,261	65,184
9	48,964	55,112	58,067	62,746	67,868
10	50,676	57,261	60,348	65,228	70,551
11	52,386			67,713	73,234
Penultimate	53,815				
Ultimate	57,261				

11.06 Salary Schedule Effective September 1, 2003

ELEMENTARY GRID - CATEGORY A					
Year		A-1	A-2	A-3	A-4
0	34,399	36,671	38,482	41,404	44,807
1	36,153	38,873	40,820	43,949	47,556
2	37,907	41,076	43,156	46,497	50,307
3	39,661	43,278	45,495	49,040	53,061
4	41,415	45,479	47,834	51,585	55,808
5	43,169	47,681	50,170	54,132	58,559
6	44,923	49,886	52,508	56,675	61,311
7	46,677	52,085	54,845	59,222	64,061
8	48,434	54,287	57,184	61,768	66,814
	50,188	56,490	59,519	64,315	69,565
	51,943	58,693	61,857	66,859	72,315
	53,696			69,406	75,065
Penultimate	55,160				
Ultimate	58,693				

11.07 Salary Schedule Effective November 1, 2003

ELEMENTARY GRID - CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	34,605	36,891	38,713	41,652	45,076
1	36,370	39,106	41,065	44,213	47,841
2	38,134	41,322	43,415	46,776	50,609
3	39,899	43,538	45,768	49,334	53,379
4	41,663	45,752	48,121	51,895	56,143
5	43,428	47,967	50,471	54,457	58,910
6	45,193	50,185	52,823	57,015	61,679
7	46,957	52,398	55,174	59,577	64,445
8	48,725	54,613	57,527	62,139	67,215
9	50,489	56,829	59,876	64,701	69,982
10	52,246	59,045	62,228	67,260	72,749
11	54,018			69,822	75,515
Penultimate	55,491				
Ultimate	59,045				

11.08 Salary Schedule Effective August 31, 2004

ELEMENTARY GRID-- CATEGORY A					
Year	A	A-1	A-2	A-3	A-4
0	34,827	37,128	38,962	41,919	45,365
1	36,603	39,357	41,329	44,497	48,148
2	38,379	41,587	43,694	47,076	50,934
3	40,155	43,818	46,062	49,651	53,722
4	41,930	46,046	48,430	52,228	56,503
5	43,707	48,275	50,795	54,807	59,288
6	45,483	50,507	53,162	57,381	62,075
7	47,258	52,734	55,528	59,959	64,859
8	49,038	54,964	57,896	62,538	67,647
9	50,813	57,194	60,260	65,116	70,431
10	52,581	59,424	62,628	67,692	73,216
11	54,365			70,270	76,000
Penultimate	55,847				
Ultimate	59,424				

11:09 Teachers hereby acknowledge that the income tax payable by the Teacher is the responsibility of the Teacher and that the Lakehead District School Board will not be held liable for any income taxes payable by the Teacher.

This may be of interest to Teachers involved with the Deferred Salary Plan, the Education Leave Plan, Retirement Gratuity Plan, Retirement Incentive Plan or any other relevant plans.

11:10 In no case shall a Teacher receive more than one full year's credit for a combination of teaching experience within one school year.

11:11 **Post Graduate Allowances**

Bachelor of Education (Ontario - taken apart from regular Teacher training program)- \$200.00.

Master's Degree- \$800.00.

Doctorate Degree (not an Honorary Degree)- \$1,000.00.

11:12 Allowances for a Post Graduate Degree will not be granted for salary purpose if the course or courses, which

have been taken towards this Degree, are **used** by Q.E.C.O. in establishing a category placement.

- 11:13 Allowance shall be paid for one Post Graduate Degree only.
- 11:14 Allowance shall be applicable to Teachers .

ARTICLE 12- OTHER ALLOWANCES

12:01 Rural School Allowance

Each member of the Union who teaches at a school outside of the city limits of Thunder Bay will receive an annual allowance according to the following formula:

$(\text{Number of kilometres [round trip]} - 15) \times m \times td$

Where $m = 35\%$ of the Board mileage allowance/km and $td =$ the total number of days in the assignment in the school year.

Distance will be calculated from place of residence to school by the most reasonable and direct route. If the round trip is less than 40 km, no allowance will be paid.

If the round trip is more than 130 km, the allowance paid will be based on 130 km.

The formula will not be prorated based on the percentage of the day that the Teacher works.

Allowance for use of Personal Vehicle

- 12:02 Teachers required to use their vehicles to perform assigned duties shall be reimbursed as per Board Policy 3070.
- 12:03 Those Teachers paid a rural school allowance as per Article 12:01 shall not be eligible for allowances as defined in Board Policy 3070 for the same travel.
- 12:04 JK Teachers may claim under Board Policy for travel (between the school and the home of the student) incurred at the beginning of the school year.

- 12:05 Teachers assigned daily to two schools shall not be eligible for an allowance except as in 12:01.
- 12:06 Teachers assigned to more than two schools in a day shall be eligible for an allowance for all travel between schools but shall not be eligible for an allowance for travel between their own home and their first and last assignment of the day except as in Article 12:01.

Special Allowances

- 12:07 An elementary Teacher fully qualified in a specialized area, and holding a specialist certificate, shall receive a responsibility allowance of \$400.00 provided that the specialized courses are not used towards category placement, and the Teacher is working in the area of specialization.
- 12:08 Any Teacher making application for the allowance as specified in 12:07 shall submit all necessary documentation to indicate that the specialized courses have not been used for category placement. Submissions shall be made to the Superintendent of Corporate Services for a decision by the Collective Agreement Review Committee.
- 12:09 Coordinator
- A Teacher appointed to the position of Coordinator shall be paid as follows:
- Start Grid Salary plus 11% of A4 max.
After One Year Grid Salary plus 12% of A4 max.
After Two Years Grid Salary plus 13% of A4 max.

ARTICLE 13 - BENEFITS

- 13:01 The Board agrees to pay 100% of the cost of the monthly premiums for:
- Private and semi-private ward hospital coverage through the current plan.
 - Extended Health Care through the current carrier with no deductible and no shared risk.

- The Board's Group Life Insurance Plan, which shall consist of a benefit two times **A4** maximum (2 x A4 maximum), or two (2) times salary, whichever is greater.
 - Hearing care on the basis of four hundred dollars (\$400.00) every four years.
- 13:02 Board agrees to pay 90% of the monthly cost for the Board's dental plan (Policy Number 25184) as per the current O.D.A. schedule.
- The Board agrees to augment the Board dental plan (25184) in effect as at August 31, 1982 by the addition of major restorative services excluding dentures. Major restorative services include caps, crowns, and bridges, all at 75% with an annual maximum payment of \$1,500.00 per person effective September 1, 1992. Effective September 1, 1990 Orthodontics for adult and child, up to a maximum of one thousand five hundred dollars (\$1,500), 50% co-insurance, 90% paid by the Board.
- 13:03 Vision Care to a maximum of \$250.00 every two years with ~~no~~ change of prescription, claims unlimited to a maximum of \$250.00 and annual renewal for dependents under 18 years of age, 95% paid by the Board. Effective January 1, 2004, eligible expenses for adult vision care will now include the cost of laser procedures performed by a licensed Ophthalmologist. The vision care plan will cover 100% of the costs to a maximum of \$250 in any 24 month period.
- 13:04 The Board agrees to administer the Lakehead Elementary School Teachers' Plan for additional Group Life Insurance which is described in the Benefits Summary.
- 13:05 The maximum coverage for Life Insurance under 13:01 and 13:04 is \$1,000,000.
- 13:06 The Board agrees to administer a Long Term Disability Plan. **All** premium costs will be paid by the participating Teachers.
- 13:07 The L.T.D. payments to Teachers will be calculated in a manner which will result in benefits being paid based on the number of teaching days in a school year (i.e. ~~no~~ payment in July and August). July and August will

continue to be counted as part of the elimination period. This change will be effective for Teachers becoming eligible for benefits after January 1, 1988.

- 13:08 The carrier may be changed by mutual agreement of the Board and the Unions.
- 13:09 Participation in all fringe benefit plans shall be compulsory for all Teachers currently enrolled in the plans and for all Teachers joining the Board after September 1, 1979.
- Exemptions may only be in accordance with the terms of the current plans.
- 13:10 The Board and the Unions agree that the benefits in this Article (13:01) will be provided through an Administrative Services Only plan. This trust shall be administered through a committee comprised of two members appointed by the Union and two members appointed by the Board. The committee shall meet at least annually, and upon the request of two committee members.

ARTICLE 14-CUMULATIVE SICK LEAVE

Sick Leave Provisions

- 14:01 Each full time Teacher shall be allotted 20 sick leave days at the commencement of each school year.
- 14:02 Each full time Teacher joining the Board staff during the year shall be given current sick leave credits on the basis of two days for each month of employment.
- 14:03 Each part time Teacher shall be allotted sick leave days prorated to that of a full time Teacher.

Objects of the Plan

- 14:04 To protect the Elementary Teachers of the Lakehead District School Board in the event of a serious illness, from loss of wages, by allowing them to use the accumulated unused portion of their annual sick leave allowance.

14:05 To provide Elementary Teachers of the Board, upon retirement, with a severance allowance in the manner as set out in Article 15:01.

Absence Due to Illness

14:06 Teachers of the Board shall be permitted to be absent from their duties, on account of illness only, for a total of twenty school days in a school year without any deduction in salary.

Absence Charged to Cumulative Sick Leave Credits
Personal Illness

14:07 Subject to sufficient Sick Leave Credits being available, a Teacher who has used the current year's sick leave, by virtue of being absent due to illness, may draw on accumulated sick leave days, with pay, until the credit is exhausted.

Absence Covered by Workplace Safety Insurance Board

14:08 Where a Teacher is absent by reason of incapacity on account of an accident or other condition occurring while on duty and an award is made by the Workplace Safety Insurance Board.

14:09 The Teacher shall be entitled to receive payment under the Plan, of the difference between the Teacher's salary and the amount of such award, but only to the extent of the credits in the Teacher's account:

14:10 There shall be no deduction from Sick Leave Credits for payments made by the Workplace Safety Insurance Board, but such absence from duty shall result in deductions from Credits calculated as follows:

- calculate the full daily basic salary of the injured Teacher and the daily award of the Workplace Safety Insurance Board
- express the difference between the full daily basic salary and the Workplace Safety Insurance Board daily award as a percentage (to 2 decimal points) of the full daily basic salary;

- calculate the credits to be deducted by multiplying the resulting percentage as calculated in (2) by the number of days absent from work and charge the days against the credits in the Teacher's sick leave account (deductions to be made to the nearest half day).

Example:

Assume a Teacher on a 10 month year, earning \$64,847 annually, is injured, and subsequently, is absent from work for 20 days in a 195 day school year.

WSIB (Maximum Insurable Amount)

Gross Income	\$52,500
Less Income Tax	\$15,150
C.P.P.	\$ 752
E.I.C.	\$ 1,162

Approximate Values are used throughout the example
--

Net WSIB Allowable \$35,466

Net WSIB Daily \$136.41 (\$35,466/(5*52))

WSIB Daily Maximum \$122.77 (90% of \$136.41)

Actual Teachers Income

Gross Income	\$64,847
Less Income Tax	\$20,676
C.P.P.	\$ 752
E.I.C.	\$ 1,162

Approximate Values are used throughout the example
--

Net WSIB Allowable \$42,257

Net Daily Income \$216.70 (\$42,257/195)

Calculation of Sick Leave Deduction

Percentage applied to days lost
 $(\$216.70 - \$136.41) / \$216.70 \times 100\% = 37.05\%$

No. of days deducted from sick leave bank
 $37.05\% \times 20 \text{ days} = 7.41 \text{ days}$

No individual can receive more than 100% of their annual income from the WSIB award combined with sick leave adjustments as defined in this Collective Agreement. Should the Board receive monies from WSIB in excess of the daily rate times the number of days absent from work, the sick leave bank will be reimbursed to the Teacher's credit to a maximum of the days used for the WSIB claim.

14:11 **A** completed calculation shall be forwarded to each Teacher affected.

14:12 WSIB/LTD Retention of Position

A Teacher who is absent from work for the Teacher's full contractual position and is claiming WSIB or L.T.D. benefits shall retain that position in that school for 30 months from the initial absence. Subsequent to that time and having not returned to work the position shall be filled for the next September through the normal placement process for a vacancy.

14:13 Modified **Work Plan**

The Board and the Union recognize the benefit of enabling injured and disabled Teachers to return to, or remain at suitable work as early as the Teacher is willing and able. Participation in a Modified Work Plan shall only be possible if participation does not prejudice a Teacher's right to access the sick leave and LTD provisions of the Collective Agreement.

Accordingly, the Board and the Union have developed this "Modified Work Plan" protocol to facilitate the return to work of its Teachers by making reasonable accommodations that fairly balance the needs of the disabled Teacher, the members within the Unions and the Board.

A committee composed of three representatives of the Board, the President of the Union, the Collective Bargaining Representative, and one other member appointed by the Union shall be responsible for developing and supervising modified work plans for disabled Teachers. Sub-committees may be established to address the needs of specific Teachers.

The committee shall develop a Work Plan to reconcile the employment needs and abilities of the disabled Teacher with the workplace needs of the system and the interest of the Union. Each Work Plan shall establish a start date, and a projected timetable with anticipated outcomes.

The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the Teacher's regular position through the smallest possible changes to the Teacher's position. Other positions may be modified only with the consent of the committee and the Teacher currently in the position to be modified. A position may be reserved to facilitate the Teacher's return to full teaching status.

After the committee has attempted all reasonable accommodations any position modified, reserved and/or created under this provision shall be treated as non-permanent. No Teacher shall have the rate of pay reduced nor the fundamental quality of the normal position permanently eroded to the detriment of the Teacher. For the purposes of administering other provisions of the Collective Agreement any positions that are modified under this provision shall be treated in the same manner as if they were regular positions with their regular duties.

It is understood that the Unions reserve the right to access the grievance procedure up to and including arbitration should the Union disagree with the Board's application of these Modified Work Plan provisions.

Verification of Absence Due to Illness

- 14:14 The Board reserves the right to request a medical certificate for an absence due to illness. Any cost will be reimbursed by the Board. Normally a request will not take place until after five consecutive days.
- 14:15 The Board may from time to time require a "medical fitness certificate" for Modified Work purposes. Any cost will be reimbursed by the Board.
- 14:16 The Board and the designated representative of the Union shall meet at the request of the Union a minimum of three times per year to review the progress of the members on, or qualifying for, LTD.

ARTICLE 15-SEVERANCE ALLOWANCE

- 15:01 Upon retirement, as defined in Article 3:04, each Teacher shall be granted a severance allowance for a period equal to the unexpended portion of accrued sick leave credits in accordance with the following formula. In no case shall the years of service exceed 25 years and the days credit exceed 200.

$$\text{FORMULA: } \frac{NY \times 50 \times S \times DR}{25 \times 100 \times 200}$$

Definitions of symbols used in the formula:

- NY -** All years served, prior to January 1, 1969, in the employ of any of the constituent Boards that formed The Lakehead School Division at time of amalgamation, and all years served with the Lakehead District School Board after January 1, 1969, as well as all years served in the Armed Forces of Canada or her allies providing that the Teacher was in the employ of a constituent Board at time of enlisting in the Armed Forces and who, upon discharge from the Armed Service, resumed teaching duties with the same Board or another constituent Board within The Lakehead School Division. Years served on contract less than full-time or less than a complete year shall be pro-rated as a decimal of a year and will be accumulated at the end of each school year.
- S -** Teacher's actual salary at the time of retirement. For staff who work less than full-time, salary is pro-rated according to time worked.
- For Teachers on **job** sharing prior to retirement, "S" will be determined as salary equal to full time teaching status.
- DR -** Days credit to a maximum of 200 days in the Sick Leave Reserve at time of retirement. Annual sick leave allowance is pro-rated according to time worked and is accumulated at the end of each school year.

15:02 For staff receiving benefits under the terms of the Long Term Disability Plan, at the time of retirement, the formula specified in 15:01 above will be interpreted as follows:

NY - will include years on L.T.D.

S - salary paid by the Board at the time of retirement plus the salary used to calculate the L.T.D. benefit but shall not exceed the salary to which the Teacher would have been entitled had the Teacher not been on Long Term Disability.

DR - will include the unused portion of the annual allotment for sick leave while receiving L.T.D. benefits.

15:03 In the event of a Teacher dying during the period of employment with the Board, payments of a severance shall be made by the Board to the personal representative or estate of the said Teacher.

15:04 The severance to be paid by the Board shall be at the option of the Teacher. Each Teacher or the executor of the Teacher's estate shall be required by the Board to submit, in writing, a statement indicating which of the following options of payment has been selected.

OPTION 1

1 lump sum payment 30 days after leaving the employ of the Board or by February 15th of the calendar year following the last teaching day of the Teacher.

OPTION 2

2 equal payments

Payment 1 as in Option 1

Payment 2 - 12 months after payment 1

OPTION 3

3 equal payments

1 and 2 as in option 2

Payment 3 - 12 months after payment 2

OPTION 4

Any other arrangement suitable to both the Teacher and the Board.

In the event of the death of a Teacher, any severance allowance, accrued but unpaid, shall be paid to the estate of the deceased Teacher.

- 15:05 For the purposes of calculating a severance, any Teacher who becomes sick or disabled in the last five (5) years of employment with the Board prior to retirement as defined in clause **3:04** will have accumulated sick leave reinstated by the addition of the sick leave credits used up to a maximum of **120** days on any one occasion.

Operation of the Plan

- 15:06 The Board's Superintendent of Business shall set up a Sick Leave Ledger in which sick leave credits shall be entered as follows:
- 15:07 Each Teacher's cumulative sick leave as of August **31, 1974**.
- 15:08 On August **31, 1975** and annually thereafter, any unused portion of sick leave days for the preceding school year shall be entered in the ledger to the credit of each Teacher.
- 15:09 Sick Leave credits shall not be accumulated beyond a maximum of **200** days at any time.
- 15:10 The regular twenty (20) school days allowed for absence in each year, due to illness, must be used up before a Teacher can use or call upon the days to the Teacher's credit in the cumulative reserve.
- 15:11 A Teacher joining the Board staff during the year shall be given current sick leave credits on the basis **20/10** days for each month's employment.
- 15:12 A Teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Boards as defined in the Municipal Affairs Act which operated or operates a cumulative Teachers' sick leave plan, shall be credited with all sick

leave credits accumulated therein, subject to the maximum found in 15:01.

Office Records

- 15:13 The Sick Leave Ledger to be kept by the Superintendent of Employee & Community Services, and referred to in Article 15:06 Operation of the Plan, may be examined by a Teacher, as it concerns the Teacher's own account, upon request, at a time mutually agreed to by the Teacher and the Superintendent of Employee & Community Services. A Statement shall be sent out at the beginning of each school year by the Superintendent of Employee & Community Services to all Teachers showing absence during the previous year and the balance, if any, to the credit of the Teacher, in the Cumulative Sick Leave Reserve.
- 15:14 Effective September 1, 1972, the Board guarantees to all Teachers that, in the event of a disability, they will receive benefits at least equal to benefits as provided under the Employment Insurance Commission Act, to qualify for premium reduction.

ARTICLE 16 - LEAVES OF ABSENCE

Leaves of Absence, without **loss** of salary and without loss of sick leave credits, shall be granted to Teachers by the Board, on notification to the Principal, for the following reasons.

Leave on Compassionate Grounds

16:01 Illness- immediate family

Max 5 days Notify the Principal	This covers an absence from duty of a Teacher due to severe illness in the Teacher's immediate family of up to, but not exceeding, five school days on any one occasion. When used herein, immediate family shall include only parents, spouse, child, guardian, siblings, grandparents, father-in-law, mother-in-law.
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16:02 Bereavement - immediate family

Max 5 days
Notify the Principal

This covers an absence from duty of a Teacher due to a bereavement in the Teacher's immediate family of up to, but not exceeding, five school days on any one occasion. When used herein, immediate family shall include parents, siblings, spouse, child, father-in-law, mother-in-law, grandparents, grandchildren, guardian, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

16:03 Paternity

This covers an absence from duty of a Teacher during a school year of up to, but not exceeding two school days for attending the birth of a child for whom the Teacher has a parenting responsibility. Should the Teacher request compassionate leave in accordance with 16:01 at the time of the birth of the child, the total days of compassionate leave for paternity and illness in the immediate family will not be greater than five.

16:04 Adoption Proceedings

This covers an absence from duty of a Teacher to attend the court proceedings required for the Teacher's adoption of a child/children of up to, but not exceeding three school days on any one occasion.

16:05 Absence for **Jury Duty** and Witness

Notify the Principal

A Teacher shall be absent from duty when called for jury or witness duty, and shall receive as the difference between the Teacher's normal daily rate and any monies received for the above named duty, exclusive of travelling allowances and living expenses.

16:06 Quarantined

A Teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his/her duties.

16:07 See also Absence for Other Reasons

Leave of Absence, without **loss** of salary and without **loss** of sick leave credits, may be granted to Teachers by the Board, on written application to the Superintendent of Corporate Services for the following reasons.

16:08 Attendance at a Family Funeral

This covers the absence from duty of a Teacher for one school day for attendance at the funeral of a member of the Teacher's family not listed in 16:01, a close friend, or a member of a current student's family, with permission of the Superintendent of Corporate Services. Written application will be waived in this Section but written confirmation is required as soon as possible.

16:09 Leave to Write Examinations

Max Period of Exam and travel	This covers an absence from duty of a Teacher to permit him/her to write examinations or trade tests leading to the advancement of the Teacher's academic or professional qualifications. An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination.
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16:10 Absence to Take Courses

Subject to Board authorization, a Teacher may be granted a leave of absence to attend a course approved by the Ministry of Education and Training, College of Teachers and/or the Board for improving professional status.

16:11 Leave to Attend Conventions & Conferences

A Teacher may be absent from duty to attend a convention or conference only when the Teacher has been officially designated as a delegate by the Board.

16:12 Absence on Board Business

A Teacher may be absent from duty on Board business when directed to do so.

- 16:13** Absence as a Member of Ministry Committee
- Government Ministry Committee, provided that the Board endorses the Teacher's appointment to the respective committee.
- 16:14** Absence to Attend Union Business
- As Teachers, their first obligation must be to the students in their care. Therefore, at the discretion of the Board, and at no cost to the Board, a Teacher or School Steward may be absent from duty to attend conventions, conferences, or other Union-sponsored business.
- 16:15** Members of the Unions' negotiating team shall be released from classroom responsibilities for meetings with the Board's negotiating team. The Union shall pay any supply teaching costs incurred which shall include the Board's share of Canada Pension Plan, Employment Insurance, Workplace Safety Insurance Board and Employer's Health Tax.
- 16:16** The President of the Union shall be granted a leave of absence without **loss** of salary or sick leave credits. The amount and duration of the leave will be mutually agreed to by the Union and the Superintendent of Corporate Services.
- To defray the cost of the replacement Teacher for the President during the leave, the Board will implement a salary check off for each Elementary Teacher. The amount of this deduction will be determined as follows:
- (AI** minimum + the average cost of Benefits for a Teacher) * (the % of Presidential Release Time) -(any amount paid directly by the Union)
- The Union will inform the Board by August 1 of any given year of the Union's amount and the apportionment formula.
- 16:17** The President and / or designated persons within the Union shall notify the Board in writing within **30** days of the election of a Teacher to the position of President of the Union. The President shall be employed under the following terms and conditions:

- A. The Teacher's salary shall be as per the Teacher's contractual status with the Board. Should the agreed to presidential time exceed the Teacher's contractual status with the Board, (e.g. **less** than full time) then for the term of presidency the Teacher will be reimbursed for the agreed time.
- B. The Teacher will be assigned for the mutually agreed to time to the position of President and the remainder of the Teacher's contractual time to a suitable position in the system.
- C. By accepting the Presidency of the Union, a Teacher shall not increase contractual status under the terms and conditions of this clause.
- D. When the President of a Union is unable to fill the duties of office during the school year, the President shall, upon request, be granted a leave of absence without **loss** of salary, under the appropriate section of Article 16. The Union shall pay any occasional Teacher costs incurred to replace a Teacher designated to act as President.

Absence for Other Reasons

A Teacher may be absent from duty for a reason not set out in this section, but which may be a valid one, but only when such a Leave is granted by the Board.

- 16:18 Leave of absence, without **loss** of salary or sick leave credits and at no cost to the Board may be granted to Teachers, on written application to the Superintendent of Corporate Services for the following reasons:
- A. Attendance at a family graduation;
 - B. Attendance at a family wedding;
 - C. Attendance at a family anniversary;
 - D. Attendance at a convention or conference as a non-Board delegate;
 - E. Participation in officially recognized religious holy days.

- F. Personal or family business not specifically set out above and which normally cannot be conducted outside of school hours. If time does not permit, written application will be waived in this section but written confirmation is required as soon as possible.

In consultation with the Principal, internal arrangements may be made for the teaching of classes but when an Occasional Teacher is engaged, the cost of such shall be deducted from the Teacher's salary. The cost of supply shall include the salary paid plus the Board's share of the Canada Pension Plan, Employment Insurance, Workplace Safety Insurance Board and Employer's Health Tax.

- G. At the discretion of the Board, a Teacher may be absent from duty for a total of two (2) days during each school year of this agreement, and at no cost to the Board. Such leave shall be reported to the Board.

Maternity and Parental Leave

- 16:19 Effective December 31, 2000 the changes to the Employment Insurance Benefits shall apply.

Leave of absence for a Teacher serving on Municipal Councils and Other Elected Local Boards.

- 16:20 Absence for a prolonged period may be granted by the Board without loss of accrued seniority and sick leave credits. Seniority shall accrue during the leave in accordance with Article 22. Sick leave credits shall not be granted during the term of the leave.

Leave of Absence with Recognized Agencies

- 16:21 In recognition of Canada's territorial and international commitments, the Board shall grant, at its discretion, Leaves of Absence to Teachers accepted by agencies deemed acceptable to the Board.
- 16:22 A Teacher on a loan of service with another agency (e.g. D.N.D.) shall be covered by the terms and conditions of this Collective Agreement unless the Teacher has signed an agreement with the agency which specifies different terms and conditions of employment. If such is the case,

the terms and conditions accepted by the Teacher shall take precedence over this Collective Agreement

Procedure for Obtaining Leave

16:23 Applications for Leave of Absence shall be made to the Principal or appropriate Superintendent, as specified in the preceding clauses of Article 16.

- A. Where permission of the Superintendent of Corporate Services is required, the Teacher should first discuss the request with the Teacher's Principal so that a temporary replacement, if required, can be made.
- B. Applications to the Superintendent of Corporate Services shall be made, in writing, stating the period and the circumstances, and should be made well in advance of the occasion to permit processing by the Board.
- C. All salary deductions resulting from the granting of a Leave under 16:19 will be made on the Teacher's cheque as soon as possible following the Leave.
- D. This statement will be signed by Teachers granted leave of absence for an extended period:

"Having been granted a leave of absence by the Lakehead District School Board, I agree to return to duty on the first school day after the conclusion of the leave. Failing to return to duty on that day will result in the Board having no obligation to place me in a position until the September of the school year following the date of conclusion of the leave. I recognize that I will then be considered surplus for placement at the next placement meeting."

- E. The Union President shall be notified of all Teachers not returning to duty as identified this section.
- F. Teachers desiring to be considered for renewal of extended leave must notify Human Resources prior to March 1. Teachers who are surplus to the school system as outlined in Article 22 - "Procedures where the position of a Teacher ceases to exist

in the school system” shall not be eligible for an extension of leave.

ARTICLE 17 • DEFERRED SALARY LEAVE PLAN- ELEMENTARY

17:01 Description

The Deferred Salary Leave Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

17:02 Qualifications

Any Teacher having at least three (3) years seniority with the Board is eligible to participate in the plan.

Application

- 17:03 A Teacher must make written application to the Superintendent of Corporate Services on or before May **1st** requesting permission to participate in the plan.
- 17:04 Written acceptance, or denial, of the Teacher’s request, with explanation, will be forwarded to the Teacher by the last teaching day in June in the school year the original request is made.
- 17:05 Approval of individual requests to participate in the plan shall rest solely with the Board. Salary deferral will commence on the first pay of the next school year.
- 17:06 Payment Formula and Leave of Absence
- The payment of salary, benefits, and the timing of the one-year leave of absence shall be as follows:
- In each year of the plan, preceding the year of the leave, a Teacher will be paid a reduced percentage of the Teacher’s annual salary. The remaining percentage, which cannot exceed **33 1/3%** of the annual salary, will be deferred and shall be retained for the Teacher by the Board to finance the year of leave.

- The calculation of interest under terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, one-year term deposit, a three-year term deposit and a five-year term deposit. The rates for each of the accounts identified will be those quoted by the bank with which the Board deals.

Interest shall be calculated as above and credited to the Teacher's account on the day prior to the pay dates as defined in Article 7.

Example:

- (1) Rates in effect at end of month x

-true savings account	9 1/2%
- 1 year term deposits	10%
- 3 year term deposits	9 3/4%
- 5 year term deposits	<u>9 3/4%</u>
Average	9 3/4%

- (2) Amount of salary plus interest on account in month x = \$1,000
- (3) Interest earned $\$1,000 \times 9 \frac{3}{4}\% / 12 = \8.12
- (4) Any interest generated as in Clause 4.1(2) shall be paid to the Teacher in the taxation year during which it was accrued.

- 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 Teacher not been enrolled in the plan.
- A Teacher's benefits will be maintained by the Board during the Teacher's leave of absence; however, the premium costs of all benefits, during the year of the leave, shall be paid by the Teacher.

- While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had the Teacher not been enrolled in the plan.
- While on leave, monies accumulated will be paid in accordance with the schedule in Article 7.
- Although it is not recommended, a Teacher may withdraw the total monies accumulated in the fund upon the commencement of leave. Since this option is not recommended, you are advised to contact your local Union Executive prior to selecting a lump sum withdrawal of payment.

Terms of Reference

- 17:07 The leave of absence period must not be less than six consecutive months.
- 17:08 The leave must commence no later than six years after the date of the first deferral of salary.
- 17:09 A Teacher on leave may not receive any remuneration from the Lakehead District School Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Clause 17:06.
- 17:10 A Teacher returning from leave must remain in the employ of the Board for a period of time at least equal to the period of time the Teacher was on leave.
- 17:11 Should a Teacher elect not to take the leave within the six-year period as indicated in Article 17:03 -Application, the salary plus interest accrued shall be paid to the Teacher no later than the end of the first taxation year after the expiration of the six-year period.
- 17:12 A Teacher may withdraw from the plan any time prior to March 1st of the calendar year in which the leave is to be taken.

Repayment shall be made on the May 1st immediately following the date of Teacher's written request to withdraw from the plan is submitted to the Superintendent

of Corporate Services. Any exceptions to the aforesaid shall be at the discretion of the Board.

- 17:13 Sick leave credits will not accumulate during the year spent on leave, nor will the previous accumulation be reduced.
- 17:14 No one will be granted leave under this plan who has been on educational leave and has not fulfilled all of the requirements of a previous leave.
- 17:15 Pension deductions are to be continued as provided by the current ruling of the Pension Board.
- 17:16 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 the leave. In this instance, a Teacher may choose to remain in the plan, or receive repayment as per Clause 17:12. However, the conditions of Clause 17:08 and 17:02 would continue to apply.
- 17:17 Should a Teacher die while participating in the plan, any monies accumulated, plus interest accrued (see 17:06) at the time of death will be paid to the Teacher's estate.
- 17:18 All Teachers wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- 17:19 Teachers returning from a leave, or a combination of leaves, will be subject to the provisions of Article 18.
- Teachers declared redundant in accordance with the "Memorandum of Agreement Unallocated Leave".
 - In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan.
- 17:20 Teachers granted Educational leave shall sign the form in "Memorandum of Agreement Unallocated Leave".
- 17:21 Teachers granted leave of absence for an extended period may wish to sign the following statement:

“I have read Article 22:79- “Procedures when the position of a Teacher ceases to exist in the school where the Teacher is presently employed” and upon return to work I do not wish to be assigned to my current school, I will be assigned a position via the transfer process.”



Lakehead Public Schools NAME _____

POSITION _____

SCHOOL _____

S I N _____

LAKEHEAD DISTRICT SCHOOL BOARD

MEMORANDUM OF AGREEMENT RE DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of the Lakehead District School Boards 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 Deferred Salary Leave Plan commencing

2. Year of Leave

The leave of absence shall be for no less than six consecutive months and shall commence no later than six years from the first salary deferral. The maximum salary deferral that is permitted is 33% of annual salary received during the deferral period.

While on leave, an employee may not receive salary and/or (Employer paid) benefits from the Lakehead District School Board, either directly or indirectly, other than that amount accrued in his/her deferral account plus any interest earned. Interest earned from the deferral salary shall be paid to the employee in the year it is earned.

Upon return from leave, the employee must remain in the employ of the Lakehead District School Board for a period of time at least equal to the time spent on leave.

All salary accrued plus interest earned must be paid to the employee no later than the end of the first taxation year following the end of the deferral period.

NOTE: A leave may be withheld if a replacement is not available. The Board will make all reasonable efforts to secure a replacement.

I shall take my Deferred Leave from the Lakehead District School Board	<u>3</u> <u>Financial Arrangements</u>
(Complete one)	The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule
<u>Non-Teacher</u>	
<u>Employee Group</u>	
<i>Full Year</i> ?	31 Commencing September 1, 20__ I wish to defer ___% of each of my salary payments for the next
<i>Partial Year</i> ? (min. 6 months)	___ years
to	
<u>month/day/year</u> to <u>month/day/year</u>	32 Annually, the Lakehead District School Board will provide me with a statement regarding the status of my account
<u>Elementary Teacher</u>	
<i>Full Year</i> ? -Sept. 1, ___ to June 30, ___	33 In the year of the leave the total monies accumulated as of _____ Of
<i>Term 1</i> ? -July 1, ___ to Dec. 31, ___	that year shall be paid according to the terms of Article _____ of the Collective Agreement
<i>Term 2</i> ? Jan. 1, ___ to June 30, ___	
<u>Secondary Teacher</u>	
<i>Full Year</i> ? - Sept. 1, ___ to June 30, ___	34 The December payment and the June payment of the year of the leave will be adjusted to include interest earned on the balance of monies held in my account
<i>Semester 1</i> - ? _____ School Year	
<i>Semester 2</i> - ? _____ School Year	

_____ Date _____ Employee Signature

_____ Witness (eg supervisor, fellow employee)

TO BE COMPLETED BY Human Resources

This will authorize your participation in the Deferred Salary Leave Plan in accordance with the above noted conditions and financial arrangements commencing _____

_____ Date _____ Authorized Signature

c.c. Original (Employee) Supervisor
 Payroll/Accounting (2) File Copy

ARTICLE 18-ASSIGNMENT UPON RETURNING FROM LEAVE

18:01 On return from any leave, or combination of leaves, not exceeding two (2) consecutive years in total, a Teacher will be assigned to the same posting (including Core French posting, or comparable position of added responsibility), unless the Teacher has requested in writing, by March 1, to participate in the transfer process. In order to facilitate the return from leaves, one year only positions shall be created to hold positions, subject to Article 22, for staff granted leaves for up to two years.

Should a Core French assignment retained as a one year only position for a Teacher on leave from one or more schools change in the number of classes of Core French to be taught while the Teacher is on leave the Teacher returning from leave shall be assigned a position and a request for transfer submitted on the Teacher's behalf.

18:02 On return from any leave or combination of leaves that exceed a period of two consecutive years, a Teacher shall be assigned a position in the system subject to the terms of Article 22.

18:03 Subject to Article 22, Teachers on leave of absence to act as officers of the Union shall not be included in the above clauses.

18:04 A Teacher returning from a Union leave has the right to be reassigned to the same position held prior to going on leave, subject to the Transfer and Redundancy Article.

ARTICLE 19- RETIREMENT

19:01 Teachers shall retire at the age of sixty-five.

Teachers, reaching their sixtyfifth birthday on or before August 31 shall retire at the end of June of that year.

Teachers, reaching their sixtyfifth birthday on or after September 1, shall retire at the end of June of the following year.

Teachers retiring in June are asked to submit their letter of resignation as soon as possible.

Where, in exceptional circumstances, the Board feels it is necessary to extend the tenure of a Teacher beyond the retirement age, this action will be initiated by the Board and not by the Teacher.

NOTE: In order to avoid complications with the Teachers' Pension Plan Board, a Teacher should not accept a teaching assignment between the period of retirement and receipt of his/her first pension cheque.

ARTICLE 20 - EARLY RETIREMENT INCENTIVE PLANS

20:01 Purpose

The aims of the Early Retirement Incentive Plans are to enable Elementary Teachers, during the period of declining enrolment:

- to retire earlier than might otherwise be possible,
- to provide the Board an opportunity to revitalize staff,
- to relieve redundancy pressures by generating vacancies which can be filled with surplus Teachers,
- to help adjust the age distribution of Teachers within the system by facilitating the retention of younger Teachers without infringing upon the seniority rights of more established Teachers in the system.

20:02 Plan B

This plan will provide the Teacher an opportunity to reduce the Teacher's workload prior to retirement by allowing the individual to take a Board approved unpaid leave.

20:03 Plan C

This plan will provide the Teacher an opportunity to reduce the Teacher's workload prior to retirement allowing the individual to take a Board approved unpaid leave and to allow early access to severance allowance

funds to supplement income when enrolled in ERIP Plan C.

Plan B - Reduced Workload Through Board Approved Leave

20:04 In order to participate in the ERIP Plan B, a Teacher must meet the following criteria:

- A. A Teacher must not be in receipt of a T.P.P. Pension while enrolled in this Plan.
- B. A Teacher must be eligible for a T.P.P. Pension at the end of the Teacher's participation in this Plan.
- C. A suitable replacement for the Teacher must be available.
- D. A Teacher participating in Plan B must abide by TPP regulations.

20:05 The features of Plan B are as follows:

- A. A Teacher may participate in the Plan for a maximum of four school years.
- B. A Teacher may enrol in the Plan three years prior to attaining the 85 factor.
- C. A Teacher may be enrolled in the plan up to three years after attaining the 85 factor.
- D. All enrolment in the Plan is conditional upon approval of the Board.
- E. For each school year of enrolment in the Plan, the Teacher will be granted a one term unpaid Board approved leave of absence and shall be employed by the Board for the other term.
- F. The Board shall continue to maintain its share of the benefits while the Teacher is on leave under this Plan.
- G. The Teacher shall be deducted the total cost of the Teacher's annual share of benefits during the term employed.

- H. A Teacher must abide by T.P.P. regulations regarding the purchase of service credits for employer approved leaves.
- I. A Teacher must retire upon completing enrolment in Plan B.
- J. A participating Teacher and the Board shall jointly sign a contract as appended.
- K. Any tax implications arising from enrolment in the Plan shall be the responsibility of the Teacher.
- L. *Six* months prior to reaching a 60% unreduced pension, the Teacher shall be excluded from the LTD Benefit. In exceptional circumstance this may be waived.

20:06 Upon written application to the Superintendent of Corporate Services, consideration to participate in Plan B may be given to a Teacher who might not be able to achieve the 85 factor.

Plan C

20:07 In order to participate in the ERIP Plan C a Teacher must meet the following criteria:

- A. A Teacher must not be in receipt of a T.P.P. Pension while enrolled in this Plan.
- B. A Teacher must be eligible for a T.P.P. Pension at the end of the Teacher's participation in this Plan.
- C. A suitable replacement for the Teacher must be available.
- D. The Teacher may normally participate for up to three years in the Plan.
- E. The Teacher may normally enrol in the Plan no earlier than three years prior to qualifying for an unreduced pension from TPP.
- F. The Teacher must retire from the Board at the end of enrolment in the Plan and submit a letter of

retirement to the Board, by completing the enrolment form shown in Schedule C.

- G. Enrolment in the Plan for any individual Teacher is conditional upon the approval of the Board.

20:08 The features of Plan C are as follows:

- A. For the duration of the Teacher's enrolment in the Plan, the Teacher will be granted an unpaid, Board approved leave of absence for all or part of the Teacher's regular assignment as agreed to by the Board and Teacher to participate in the Plan.
- B. The Teacher shall be responsible for the payment of all benefits including pension contributions while on leave under this Plan.
- C. The Board agrees to prepay the Teacher's severance allowance calculated at the time the Teacher commences participation in the Plan.

Example

1. A Teacher enrolled in a 3 year plan with a leave in each of the three years, shall have 1/3 of the Teacher's allowance paid with salary each year.
 2. A Teacher enrolled for 2 years, working 1 year and on leave in another year shall be paid salary earned for year worked and allowance for year of leave.
- D. The Board shall pay the Teacher's salary and the partial severance allowance payments over the school year in accordance with the salary schedule identified in the Elementary Collective Agreement. At the conclusion of the Teacher's participation in the Plan the Teacher will have received 100% of the allowances as determined in Article 15.
 - E. A Teacher desiring the salary earned in a school year blended with the portion of the allowance payment due in that year and paid equally as per the regular pay dates in the Collective Agreement must take a leave in the January to June term.

- F. Teachers electing a full year leave or a leave September to December term, will have salary paid when earned and the allowance payments paid equally on each of the regular pay dates in the Collective Agreement during the Teacher's leave.
- G. A participating Teacher and the Board shall jointly sign a contract as shown in Schedule D.
- H. Any tax implications arising from enrolment in the Plan shall be the responsibility of the Teacher.
- I. One hundred and twenty (120) working days prior to reaching the retirement date specified in 20:10 subsection F, the Teacher shall be excluded from the LTD Benefit. In exceptional circumstances this may be waived.

20:09 Upon written application to the Superintendent of Corporate Services, consideration to participate in the Plan may be given to a Teacher who might not be able to achieve the unreduced pension from the TPP.

ARTICLE 21 - RESIGNATION/RETIREMENT

- 21:01 A Teacher, shall notify the Board, in writing, of the Teacher's intent to resign/retire by November 15th for resignation/retirement to take effect December 31st and by April 15th for a June 30th resignation/retirement.
- 21:02 Nothing prohibits the resignation/retirement of a Teacher at any other time with the mutual agreement between the Teacher and the Director of Education or designation.

ARTICLE 22 - TRANSFER AND REDUNDANCY

- 22:01 A position on the staff at any one school or department within the system may cease to exist causing a Teacher(s) to become available for relocation or to be declared surplus to the system.
- 22:02 The Board recognizes an obligation to qualified Teachers. Every effort will be made to fill vacancies occurring within the system with Teachers presently employed with the

Board in keeping with their seniority, qualifications, experience and interests.

22:03 In the initial stages, the surplus Teachers will be absorbed through the process of natural attrition, which is to say that the positions of Teachers who resign or retire from the Board will be filled by those Teachers whose positions would otherwise cease to exist.

22:04 All staff should be aware that some possible alternatives to relocation would include requests from Teachers for half-time teaching assignments, leave of absence, etc., within the terms of the Board's policy. Teachers wishing to consider such alternatives should contact the Superintendent of Corporate Services at the earliest possible date.

22:05 In the event that a Teacher who may become available for relocation or who may be declared surplus to the system wishes further clarification relating to the Teacher's status, the Teacher is advised to arrange an interview with the Superintendent of Corporate Services or an Assistant.

22:06 This Article will deal with the following contingencies:

- when the position of a Teacher ceases to exist in the school where the Teacher is presently employed;
- where the position of a Teacher ceases to exist in the school system

22:07 This Article does not apply to the holding of positions of added responsibility.

Committee on Redundancy

22:08 A Committee on Redundancy shall be formed consisting of 4 voting members.

- 2 Representatives appointed by the Union
- 2 Representatives appointed by the Board

Two additional non-voting members appointed from each of the above-mentioned groups may attend the committee meetings for familiarization with the redundancy process and procedures.

- 22:09 This committee shall elect its own Chair annually and its purpose is to make recommendation to, and in consequence thereof, extend options to any Teachers who may from time to time be declared surplus to the needs of the Board. The committee may engage in research related to the future staff requirements, and suggest specialized assignments for personnel.
- 22:10 The committee shall have the responsibility of designating any Teacher to be displaced when the position of a Teacher ceases to exist in the school. and Article 22:59.
- 22:11 The committee shall have the right to request a Principal to justify the Principal's designation of a surplus Teacher.
- 22:12 The committee shall have the responsibility for providing clarification to any Teacher who notifies the Committee regarding a concern for the Teacher's placement.
- 22:13 The dates contained in Articles 22:31 to 22:75 are examples only.

The Committee on Redundancy is responsible for the establishment of the dates required to implement the process, which will be circulated to all staff prior to March 1.

Establishment of Seniority

- 22: 4 Each Teacher employed by the Board and covered by the provisions of this Agreement shall be placed on a seniority list.
- 22: 5 The seniority list shall consist of the names of Teachers presently covered by the provisions of this Agreement in decreasing order of years of recognized continuous employment with the Board or its predecessors as a Certified Teacher or a Teacher holding a recognized Letter of Standing and the term "recognized continuous employment" for purposes of this provision shall include time spent while on leave of absence granted by the Board, leave due to prolonged illness under the cumulative sick leave plan or long term disability plan, and Educational Leave.

When calculating seniority, for Teachers on loan of service, for leaves granted or extended subsequent to Sept. 1, 1981, a maximum of five (5) years shall be credited for seniority. The five (5) year limitation is applicable to consecutive years of leave. Under no circumstances will a Teacher on leave accumulate additional seniority greater than the number of years of teaching experience with the Board.

Should a Teacher on loan of service to a recognized agency become redundant, as in the section “**where the position of the Teacher ceases to exist in the school system**”, the Teacher will cease to accumulate seniority, however, there will be no declaration of redundancy or termination of contract until completion of the loan of service.

- 22:16 Where Teachers have the same length of employment with the Board as defined above from date of commencement of employment, the order on the list shall be decided on the basis of total certificated teaching experience in Ontario.
- 22:17 Where Teachers have the same length of employment with the Board as defined in Article 22:15 and Article 22:16 above, the order on the list shall be decided on the basis of the Teacher's Q.E.C.O. Statement of Evaluation as is defined in Article 7:08.
- 22:18 Where Teachers have the same seniority as defined in Articles 22:15, 22:16, 22:17 above, the order of seniority shall be decided upon by November 15 and March 15 on the basis of lot, conducted by the Committee on Redundancy.

Revisions to Seniority List

- 22:19 The seniority list shall be maintained by the Board in conjunction with the Union through the Committee on Redundancy, with a copy retained by each Party.
- 22:20 The copies of the seniority list shall be revised from time to time as required by the Committee on Redundancy and on November 15 and March 15 each year.
- 22:21 A Teacher's position on the seniority list as established in April, 1978, shall not be altered, with the exception of

revisions required as a result of the implementation of Article 22:15. The seniority list was established in April, 1978, and subsequent to May 1, 1978, the only changes to be made are as follows:

- addition of newly hired Teachers
- deletions resulting from resignations, retirements and deaths
- corrections of errors
- revision required as a result of Article 22:15.

22:22 When implementing Article 22:15 for a Teacher whose seniority ceases to accumulate and begins to move down the seniority list, the Teacher's name shall be placed at the top of the following year on the seniority list.

Acquisition of Program & Staff

22:23 In the event that the Board should acquire programs which entail the retention of teaching staff who were not employed by the Board prior to the acquisition of the programs, the following provisions in Articles 22:24 to 22:29 shall apply.

22:24 The seniority of teaching staff in the program prior to the acquisition, by the Board, shall only be applicable within the program.

Subsequent to the acquisition of such a program, should a Teacher employed by the Board transfer into the program, the Teacher shall acquire program seniority.

22:25 Any future reduction of staff within such program would be based upon seniority within the program.

22:26 At the time of acquisition of such programs, staff will be placed on the Elementary Teachers' seniority list in accordance with the provisions of Article 22:14 of this contract.

22:27 Only seniority attained with the Board shall be used to obtain positions outside of the program.

22:28 Once a Teacher has utilized Board seniority to move into another program, the Teacher's seniority will consist only of seniority gained with the Board.

22:29 Program seniority will cease to exist when the original staff at the time of acquisition have been replaced through resignation, retirement or transfer.

22:30 In the event that the Board should transfer programs from the Secondary Panel to the Elementary Panel which impact on the employment of Teachers, the following provisions to accommodate Teacher tenure and compensation shall apply:

- A. The seniority of Teachers in the Secondary Panel, prior to the transfer, and accumulated within the program subsequent to transfer, shall only be applicable within the program and shall be designated as Program Seniority.
- B. Any Elementary Teacher transferring into the program, subsequent to the transfer of the program, shall start to acquire Program Seniority from the date of transfer. Any Program Seniority ties will be resolved by the means identified in this Article.
- C. Secondary Teachers transferring to the Elementary Panel with the program shall commence acquiring seniority on the Elementary Seniority List as of the first teaching day following the transfer of the program. Elementary Seniority shall be consistent with this Article.
- D. Any future reduction of Teachers within such program would be based upon Program Seniority.
- E. Only Elementary Seniority shall be used to obtain positions outside of the program.
- F. Should a Teacher utilize Elementary Seniority to move into an Elementary Panel position outside the program, that Teacher's Program Seniority shall no longer exist.
- G. Secondary Teachers who possess Program Seniority must exercise their rights to transfer seniority to the Elementary Panel or return to the Secondary Panel for the commencement of the first teaching day in the sixth year after the date of program transfer as per Article 30:07 in this Agreement.

- H. Teachers who possess Program Seniority and were transferred from the Secondary Panel, may choose to be paid in accordance with Article 6 of the Secondary Teachers' Collective Agreement
- I. With the exception of Article 22:30 subsection G above, any Teachers possessing Program Seniority shall be considered Elementary Teachers with all the rights and responsibilities identified under the Elementary Collective Agreement

Procedures when the Position of a Teacher ceases to Exist in the School where the Teacher is Presently Employed.

- 22:31 After the Board has established a tentative staff complement for a school, the Principal will identify the Teachers on staff who will become surplus to the school. A Teacher may only be declared surplus for the Teacher's total position held in the school. The Principal shall be guided by seniority rights.
- 22:32 Having consulted with the staff and the Teacher(s) involved, the qualifications, experience and demonstrated interests of a particular Teacher, as they relate to the continuity of specific programs within the school, may take precedence over seniority rights. However, in such case, the person with the next least number of years of seniority with the Board would be considered for relocation.

NOTE: Experience and demonstrated interest shall refer not only to in-school activities, but also to related personal and community involvements.
- 22:33 Before Article 22:32 shall become operative, the Committee on Redundancy must rule on the validity of the exception.
- 22:34 Teachers, who have been by-passed at the school or system level and subsequently apply for a transfer, shall be deemed surplus and be subject to the provisions of this section.
- 22:35 In the event that the Committee on Redundancy does not validate the decision of the Principal to bypass the Teacher(s) with the least seniority, as provided for in Article 22:32, a maximum of two (2) school days will be

provided for the declaration of the appropriate individual as surplus to the school.

- 22:36 Teachers declared surplus will be suitably informed by letter from the Principal as soon as possible but not later than April 9. A copy of this letter will be forwarded to the Superintendent of Corporate Services for the Committee on Redundancy. In the cases where Teachers, who are not the least senior, are declared surplus to a school, Principals shall notify the Committee on Redundancy at least two (2) full school days prior to the date requiring a declaration of surplus Teachers.
- 22:37 On or before April 13 of each year, each Principal shall submit to the Committee on Redundancy via the appropriate Superintendent a completed copy of the form "Positions Available".
- 22:38 Teachers who are not available to receive in person a letter, as required by Article 22:36, will be notified by registered letter postmarked not later than the dates specified in this Article.
- 22:39 The list of available positions will be posted in the system by April 25.
- 22:40 Teachers who have not been declared surplus and wish to participate in the transfer and assignment process, will notify the Superintendent of Corporate Services after the available list is posted in the system of their intentions by completing the form provided.
- The Committee on Redundancy may find it necessary to limit, on a seniority basis, the number of Teachers eligible to participate in the transfer and redundancy process.
- 22:41 The Committee on Redundancy shall examine the list of Teachers declared surplus and the description of the tentative assignments for the coming school year for all Teachers.
- 22:42 If, in the opinion of the committee of redundancy there is not a position available for each surplus Teacher, the Committee on Redundancy, having considered qualifications and teaching assignments, shall declare the least senior Teachers in the system surplus in order to provide a position for each senior surplus Teacher. In

- declaring surplus, the Committee shall ensure that the number of full-time equivalent positions is at least equal to the number of full-time equivalent senior Teachers to be placed. Annually, the Committee on Redundancy will ensure that sufficient number of full time positions over and above the minimum required will, if necessary, be set aside to provide choice.
- 22:43 When implementing Article 22:42 the Committee on Redundancy may not bypass Teachers of Core French, French Immersion, Special Education or Facilitator unless all of the following conditions are met:
- the Committee on Redundancy has examined the implications of bypassing staff
 - the Committee on Redundancy is sure that a bypassed Teacher will not be redundant to the system;
 - the Committee on Redundancy has ensured that there are sufficient positions available for all qualified senior Teachers .
- 22:44 Having been notified by the Committee on Redundancy regarding staff declared surplus, the Principal may reorganize staff assignments prior to submitting the description of positions required in Article 22:45.
- 22:45 On or before April 27 of each year, each Principal within the Elementary System shall submit to the appropriate Superintendent a description of all available positions in that school.
- 22:46 On or before May 9 of each year, Teachers who have applied for a transfer, and Teachers who have been declared surplus to a school, shall be forwarded a copy of all available and potentially available positions.
- 22:47 Teachers who have applied for a transfer, and Teachers who have been declared surplus must clearly state their preference for the positions stated in Article 22:46 above, by completing one of the forms provided, and returning it to the office of the Superintendent of Corporate Services before 5:00 p.m., on the working day closest to May 23 of each year.
- 22:48 Having received the statements of preference in accordance with Article 22:47, the Superintendent of

Corporate Services, in consultation with the Principals and the Committee on Redundancy, shall fill all vacancies at a placement meeting by assigning those surplus Teachers to the positions available and for which they are qualified, on a seniority basis, taking into account the needs, interests and requests of participating Teachers, and of the schools where each vacancy has occurred. The Committee on Redundancy may determine that future placement meetings may be held if necessary. The first meeting shall be on or before May 18 and the last meeting prior to May 31.

- 22.49 Any Teacher employed with the Lakehead District School Board on a part time status will be allowed to increase their contract status at the placement meeting(s) as per Article 22. A written notice of intention accompanied by a performance appraisal or a letter of support written by the Principal within the last year must be received by the Board prior to the meeting.
- 22:50 In the event that a surplus Teacher, who did not receive an assignment at the placement meeting, has the qualifications to do the assignment of a Teacher with less seniority, the Committee on Redundancy will assign said Teacher to replace the Teacher with less seniority.
- 22:51 Teachers who have been assigned a position through the placement process may be invited by the Committee on Redundancy to participate in the process again, if in the opinion of the Committee such participation may improve the staff organization in a particular school.
- 22:52 Teachers who feel that their assignment is inappropriate may apply in writing, stating reasons for their request, prior to June 15 to the Committee on Redundancy for permission to participate in the August placement meeting. The committee will meet prior to June 25 to adjudicate the applications.
- 22:53 No vacancy will be filled by a newly-hired Teacher while a surplus qualified Teacher is available. A Teacher will be deemed qualified if the said qualifications can be obtained prior to the commencement of the position.
- 22:54 If a Teacher transfers to a one-year position via the provisions in section this section the Teacher shall be considered surplus to the position at the end of the school

year and must be reassigned in accordance with the same procedures.

- 22:55 In the event that the Teacher whose leave created the one year only position in Article 22:54 is granted an extension of the leave, the Teacher filling the position may remain on the staff for the duration of the extension of the leave subject to the terms of Article 22 and Article 18.
- 22:56 Should a position become available at the school prior to the commencement of the year where a Teacher had been declared surplus the Teacher shall be placed in the available position if the Teacher applies and is qualified. provided that there is no net increase to the total staff complement.
- 22:57 Should the Board plan to move a classroom or group of classrooms during the school year, whenever possible, the move would be made on a professional activity day and the Board will give five (5) days notice. Where this is not possible, each Teacher affected may be provided with appropriate assistance (up to 2 days) for each move. Teachers will not be responsible for transporting school supplies and equipment.

Special Program **Positions**

- 22:58 The Superintendent responsible for the schools will maintain a reasonable balance between morning and afternoon positions to enable full time Teachers access to full time positions.
- 22:59 Facilitators, Core French Teachers and Teachers of Special Education Classes shall be considered as part of the school staff.
- 22:60 They will participate in the transfer and redundancy process on the same basis as other Teachers.
- 22:61 Full time Facilitator, Core French and Special Education positions existing within a school shall be offered by the Principal to a Teacher on the school staff who has the most seniority and who is qualified to fulfill the role.
- 22:62 All remaining positions which have not been filled at the school level will be posted.

Procedures Where the Position of a Teacher Ceases to Exist in the School System

- 22:63 Where it is apparent that there may be Teacher(s) to be declared surplus to the teaching staff of the system, the Committee on Redundancy will identify the Teacher(s) according to seniority rights with the Board and as defined in the section "Establishment of Seniority".
- 22:64 On or before May 24 of each year, a Teacher so designated will be advised in writing, by the Committee, that the Teacher may be declared surplus to the teaching staff of the Board. These Teachers will be placed on a surplus list ranked according to their seniority and shall receive a copy of the surplus list.
- 22:65 The Committee on Redundancy will offer each surplus Teacher an opportunity for an interview on or before May 25 of each year, in order to explain the procedures to be followed thereafter.
- 22:66 On or before June 15 of each year, a Teacher who is still surplus to the system will be so advised in writing that they will be terminated.
- 22:67 The Superintendent may choose to hold another placement meeting prior to the third Monday in September, as in section "Procedures when the position of a Teacher ceases to exist in the school where the Teacher is presently employed" to place qualified Teachers in order of Seniority on the surplus list in vacant positions.
- 22:68 Prior to the third Monday of September, a Teacher on the surplus list will be offered, on a seniority basis, each vacant position for which the Teacher is qualified.
- 22:69 On the third Monday of September, a Teacher who has demonstrated satisfactory performance, and whose contract has been terminated, will be placed on the surplus list.
- 22:70 Surplus Teachers not placed in a position prior to the first day of school shall be placed on a recall list. As positions become available during the school year Teachers shall

be placed from the recall list in order of seniority having due regard for qualifications and experience.

22:71 A surplus Teacher who does not obtain a position for any portion of a school year, and who has attended the initial placement meeting, shall be retained on the seniority and recall lists for two years or a period of time not exceeding the length of time the Teacher was employed under the provisions of this agreement.

In special circumstances, the Committee on Redundancy may authorize the Teacher to be represented by a designate at the placement meeting.

22:72 In accordance with the provisions outlined in the Lakehead Elementary Occasional Teachers agreement, an elementary Teacher who has been declared redundant and is placed on the Board's Occasional Teachers' list will be eligible for a long term occasional teaching assignment.

22:73 If a Teacher's contract is terminated due to a shortage of positions, the Board resolution will state the reason for the termination.

22:74 The Board will retain a maximum of three (3) elementary Teachers to be used as Permanent Supply. The Board shall not be obliged to fill these positions if the surplus list and recall list is depleted.

22:75 During the next set of negotiations, the Parties agree to review this entire section.

Procedures for Hiring **After** Recall List Exhausted

22:76 If necessary, the Board shall post for a shortlist of suitable Teachers not currently employed by the Board.

22:77 The Board may post for specific jobs should no suitable qualified Teacher exist on the shortlist (Article 22:76). A Teacher may apply for these postings and will be granted an interview if the Teacher had not previously applied during that school year. The Board may interview any Teacher applying.

22:78 Where it is apparent to the Board that additional Teachers will be required, Teachers will be hired to fill jobs that

emerge during September prior to the September placement meeting. These placements may be subject to reassignment during the September placement meeting where in the opinion of the Superintendent of Corporate Services and the committee on Redundancy these re-assignments will facilitate the placement process.

- 22:79 Although the dates are not applicable, should reorganization during September be necessary, the placement of staff shall be consistent with the principles of section **“Procedures when the position of a Teacher ceases to exist in the school where the Teacher is presently employed”** placement shall occur at a meeting of the Committee on Redundancy and all Teachers concerned. All available positions will be identified to all of the participants, and the Teachers will be placed by the Committee, on a seniority basis with due regard for qualifications and experience. Teachers so placed will not be expected to commence their new duties without adequate lead time. At the discretion of administration, transferees may be allowed up to two days release time to effect the move.
- 22:80 The Placement meeting referred to in Article 22:79 shall occur on or before the third Monday in September.
- 22:81 New hires and Teachers whose contractual status has increased subsequent to the third Monday in September shall be placed from the short-lists by the Superintendent of Corporate Services.
- 22:82 A Teacher is “qualified” (possesses qualifications) if the Teacher.
1. Possesses an Ontario Teachers’ Certificate and,
 2. A Qualifications Record Card with appropriate entries:
 3. Successful completion of Board required training programs for the position and/or, for the duration of this Collective Agreement, the only position that this clause will be applied to is to the role of Facilitator. If any other training is to be added for a particular position, it will be done in consultation with the Union;

4. An appropriate prior successful teaching experience.

Administrative Transfers

- 22:83** The Board reserves the right to transfer Teachers in order to meet special program needs or other unusual circumstances. Nonvoluntary administrative transfers will only be made following consultation with the Union President and the Teacher involved. A Teacher who is administratively transferred will be given five (5) days notice and may be given two (2) days preparation time.

ARTICLE 23 -PROBATIONARY PERIOD

- 23:01** A newly hired Teacher shall be placed on a probationary period. For Teachers with three years or more recognized teaching experience, the probationary period shall be for one year, and for those with less than three years experience, the probationary period shall be for two years.
- 23:02** All Teachers on probation will be advised, in writing, on or before May 31st of the year in which their probationary period ends, whether or not the Board is confirming them to permanent status. If the Teacher is not confirmed, and at the Teacher's request, the Board will provide the reason for its decision.

ARTICLE 24 - PERSONNEL FILES

- 24:01** The Board agrees to abide by the provisions of the Freedom of *Information* and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- 24:02** Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.
- 24:03** A Teacher shall be entitled upon request to copies of materials contained in his/her personnel file.
- 24:04** Where a Teacher authorizes in writing access to his/her personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as

copies of materials contained therein, if also authorized and requested.

- 24:05** Teachers shall receive copies of any materials placed in their personnel files within (5) calendar days of the material being filed.
- 24:06** If, in the Teacher's opinion, a document possesses errors or inaccuracies, the Teacher may append related comments.
- 24:07** A Teacher has the right to challenge, in writing, the accuracy or completeness of information in the personnel file. In this event, the Board shall, whenever possible, within (15) days, in writing, either confirm or amend the information and include related reasoning. If amendments are made, at the request of the Teacher, the Board will attempt to notify all original recipients of the corrected/amended information.
- 24:08** When the Board initiates documentation for competence of a Teacher, the review for competence shall not exceed two calendar years excluding any leaves. A Teacher found to be competent in this process shall have all documentation materials placed in a sealed and dated envelope which may be opened only by the Superintendent of Human Resources. The Teacher's personnel file shall be purged of the documentation materials five (5) years after the documentation is concluded, providing that no further documentation procedures have commenced.
- 24:09** Records of disciplinary actions pertaining to physical misconduct affecting the safety of students and/or staff shall be removed five (5) years after the last recorded incident.
- 24: 0** Records of disciplinary actions pertaining to sexual misconduct affecting the safety of students and/or staff shall remain permanently in the personnel file.
- 24: 1** All other disciplinary records shall be removed from the personnel files twenty-four (24) months (excluding leaves) after the last related incident.

- 24:12 Medical information shall be maintained separately for Health Management purposes, to be used only for Health Management purposes.

ARTICLE 25 - FORMAL PERFORMANCE REVIEW

- 25:01 The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedure shall be shared with the Union. Teachers shall be evaluated in accordance with these policy/procedures. Only Supervisory Officials and Principals and Vice-Principals shall do formal evaluations. No other member of the Union shall be required or requested to document a Teacher for competence except for Principals or Vice Principals should they return to Union status. The Union shall be informed when the documentation process is initiated.
- 25:02 A pre-conference will be arranged between the Teacher and the evaluator prior to any formal evaluation.
- 25:03 All formal evaluations shall be in writing signed by the evaluator(s).
- 25:04 The evaluation report shall be given to the Teacher within 10 working days of the evaluation.
- 25:05 The Board will consult with the Local Union regarding any new policies and / or operating procedures related to performance appraisals.
- 25:06 If the Principal / Vice Principal writes an unsatisfactory evaluation (review) of a Teacher, the Teacher will be so informed, and shall be informed of what needs to be improved and told what he / she shall do to improve.
- 25:07 The Principal shall inform the Teacher and the Bargaining Unit President, in writing with a copy to the Area Superintendent, that the process of "On Review" has been initiated.
- 25:08 When a Teacher has two unsatisfactory performance reviews in a row, the Bargaining Unit reserves the right to submit a grievance up to the last day in the school year in which a second performance appraisal occurs.

ARTICLE 26-STAFFING

- 26:01 The Board agrees to staff the elementary staffing ratios, in accordance with the Education Act, related Statutes and Regulations of the Province of Ontario.

ARTICLE 27 -SCHOOL STAFFING ADVISORY COMMITTEE

- 27:01 Each school or workplace shall have a School Staffing Advisory Committee. The committee shall consist of the Principal and/or Vice-Principal, the School Steward, and a maximum of one (1) additional Teacher elected from each division of the school.
- 27:02 The elected Teachers on the committee shall be in place from October 1 to September 30. If any elected Teachers resign from the committee or are transferred to another school, the staff of the school shall elect replacements.
- 27:03 The Parties recognize that the Principal, subject to the authority of the Board and its administration, has responsibility and duties as outlined under the Education Act and the Regulations.
- 27:04 In addition to those duties, the Principal shall keep the School Staffing Advisory Committee informed of ongoing developments related to staffing in the school and shall:
- A. receive and review input from the committee on the staff allocation of instructional time, preparation time and supervision schedules within the school.
 - B. review the method of staffing the school during the school year, including in school surplus and redundancy declarations, transfers and hiring to vacancies.
 - C. share and discuss:
 - the complete school staff allocation including assignments and vacancies;
 - the program needs of the school for the next year;

- the allocation of the school budget(s); and
- any other material that the Principal deems relevant to creating and maintaining a positive teaching and learning environment, and to comply with the terms of the Collective Agreement.

27:05 Should there be a disagreement on the allocation of instructional time, preparation time and supervision schedules within the school, as identified above, the School Steward and the affected Teacher will discuss their concern with the Principal. If a resolution is not reached, the School Steward and Teacher may bring their concern to the School Staffing Advisory Committee. The Committee will take this information into account when it reviews these allocations within the school, as outlined above. If the Committee is unable to resolve the concern, the matter will be referred to the Superintendent of Corporate Services and the Union President for resolution. The Superintendent of Corporate Services and the Union President may deem that the matter be referred to the Labour Management Committee. If there is no resolution to the matter, the decision of the Superintendent of Corporate Services shall be final.

ARTICLE 28 - NO STRIKES - NO LOCKOUTS

28:01 During the term of this agreement, the Board or its representatives shall not cause, or sanction any lockouts, and the Unions agree that neither they nor their members shall cause or sanction any strikes. Lockout and strike shall be as defined in the Labour Relations Act.

28:02 No Teacher shall be required to perform duties of any employee of the Board who is engaged in a strike.

ARTICLE 29 - PROFESSIONAL ACTIVITY DAYS

29.01 Professional Activity Days shall be scheduled on a Friday in accordance with the following:

Two weeks prior to the date of the first report card going home	1 day
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Two weeks prior to the date of the second report card going home	1 day
Two weeks prior to the date of the third report card going home	1 day
Last contract day in June	1 day

Note: Professional Activity Days may be used for the following: assessment, reporting, planning, preparation, and administrating student records.

- 29.02 In the event that a Teacher cannot complete all the required interviews during the regularly scheduled parent-Teacher interview times, additional interviews may be scheduled. If there are only a few interviews that need to be accommodated, it would be expected that, for example, the time before school, after school and/or during prep time could be used. However, if a significant number of interviews need to be accommodated, release time will be made available.

ARTICLE 30 - TRANSFERS BETWEEN ELEMENTARY AND SECONDARY PANELS

Procedure

- 30:01** A Teacher in the Elementary Panel who wishes to transfer to the Secondary Panel must apply and be hired to fill a vacant position in the Secondary Panel.
- 30:02** Transfers between panels are for a period of one school year or less.
- 30:03** The transfer may be extended by repeating the process outlined in section 30:01 above or by obtaining an assignment via the secondary school placement process.

Conditions

- 30:04** During the term of the transfer, the Teacher will be considered to be on a leave of absence from the Elementary Panel in accordance with Article 16 section Leaves of Absence with Recognized Agencies and will retain one's position on the Elementary Seniority list in accordance with Article 22 section Establishment of Seniority.

- 30:05** As a transferee to the Secondary Panel, the Teacher will be governed by the terms of the Secondary Teachers' Collective Agreement.
- 30:06** A Teacher who transfers from the Secondary Panel to the Elementary Panel under the principles of this Article will be placed on the Elementary Teachers' Seniority list in accordance with Article **22** section Establishment of Seniority.

Guarantee To Secondary Transferees

- 30:07** A Teacher who has transferred from the Secondary Panel, according to the principles identified in sections Procedure and Conditions, after five (5) consecutive years of employment in the Elementary Panel and who is hired for a sixth year in accordance with the principle of Article **30:01**, may transfer all system seniority to the Elementary Panel.

ARTICLE 31 -LABOUR MANAGEMENT COMMITTEE

Purpose

- 31:01** To provide a forum to discuss and to develop recommendations regarding working conditions of Elementary Teachers and to discuss concerns identified by the Parties which may not have been resolved by the appropriate administrators or Union officials.

Composition

- 31:02** A maximum of Five (**5**) members appointed by the Union.
- 31:03** A maximum of Five (**5**) members appointed by the Board.
- 31:04** A member of the Committee appointed by the Union and a member of the Committee appointed by the Board shall act alternately, on an annual basis, as chair and secretary.

Procedure

- 31:05 The Board or the Union can initiate action on a concern.
- 31:06 A member who wishes to initiate action on a concern must do so through the Local Executive of the Union.
- 31:07 The Labour Management Committee shall meet on a mutually agreed upon date within thirty (30) days of receipt of written notification from the Board or the President of Union.

Meetings

- 31:08 Minimum one per term (twice a year) unless called by either the Board or Union.

Mandate

- 31:09 In order to facilitate the operation of the committee, the Committee shall develop an action plan including time lines, when addressing identified issues.
- 31: 0 To second, as required, other resource personnel to assist members of the Committee.
- 31: 1 To establish ad hoc committee(s), as required, which will report to the Labour Management Committee.
- 31: 2 To report to respective constituent groups following each meeting.
- 31:13 The Committee shall not deal with an issue which is the subject of a grievance under the terms of the Agreement.
- 31:14 The Committee shall not address any issue which has been tabled for negotiations, unless directed otherwise by the Collective Bargaining Committee.

ARTICLE 32 -PREPARATION TIME

- 32:01 Each full-time Teacher in elementary schools shall be assigned a maximum of 1,340 minutes of instructional time per week.

- 32:02 Each full-time Teacher in elementary schools shall be assigned a minimum of 160 minutes of preparation time per week (pro-rated for part time Teachers). Such preparation time shall be during the instructional day for students.
- 32:03 Preparation time shall be allocated in units of thirty (30) minutes or more.
- 32:04 Preparation time is for the purpose of:
- marking
 - lesson preparation
 - learning materials preparation
 - planning, research
 - team planning
 - other professional activities deemed by the Teacher
- 32:05 In addition to the preparation time provided above, the Board agrees for the 2000-01 school year, two (2) Professional Activity Days will be for the exclusive use of each Teacher as preparation time. The Parties agree that no staff meetings, Board mandated curriculum development or program development workshops will be held on these days.

ARTICLE 33 - WORKING CONDITIONS

Supervision

- 33:01 Noon hour supervision shall be provided by adults other than Teachers.
- 33:02 The supervision time assigned to each Teacher will not exceed 20 minutes per day when averaged over the school year. The school staffing committee will expeditiously resolve any scheduling concerns arising out of the application of this provision.

Lunch Hour

- 33:03 No Teacher shall be assigned duties during their forty minute uninterrupted lunch each **day**.

Staff Meetings

- 33:04** At the beginning of the school year the Principal shall establish a staff meeting schedule in consultation with the staff. Teachers shall have the right to add items to the staff meeting agenda.

Extra Curricular

- 33:05** Both the Board and the Union recognize the value of extra curricular activities. Both parties recognize that the involvement of Union members in extra curricular activities is voluntary.

ARTICLE 34 - SCHOOL STEWARD

- 34:01** The Union shall notify the Board in writing who is authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union.
- 34:02** At no cost to the Board, School Stewards will have reasonable access to the school telephone, copier, fax and meeting room, providing these do not interfere with instructional time and school/Board functions.
- 34:03** The Board shall provide the School Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

ARTICLE 35 -MEDICATION

- 35:01** The Principal shall ensure that Health Care services are available as required by Board Policy and Procedure 6060 (Administration of Medication).
- 35:02** No Teacher shall carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- 35:03** Except as may be required under law, no Teacher shall be required by the Board to examine / diagnose pupils for communicable conditions or diseases.

- 35.04 Teachers operating under Board Policy 6060 (Administration of Medication) are considered, for liability purposes, to be working within the scope of their duties for the Board.

ARTICLE 36 - HEALTH AND SAFETY

- 36:01 Teachers covered by this agreement fall under the Occupational Health and Safety Act and Regulations. For example:
- Section 23 - right to refuse
 - Section 24 -reprisals by employer
 - Designated substance regulations
 - See Regulation 191/84 appended to this agreement as Exhibit "A".
- 36:02 When a Health and Safety concern is identified that affects a Teacher, the Health and Safety Committee representative will be notified within a reasonable amount of time.
- 36:03 All activities of the Health and Safety Committee will be governed as per the agreed guidelines established under the Health and Safety Act.

ARTICLE 37 -CONTRACTING OUT

- 37:01 The Board agrees that during the term of this Collective Agreement, it will not contract out duties of Teachers as defined in this Collective Agreement

ARTICLE 38 -COPIES OF THE COLLECTIVE AGREEMENT

- 38:01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, within thirty (30) days of the signing of the Agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement. The printing costs will be shared between the Union and the Board.

ARTICLE 39 - DATA FOR NEGOTIATIONS

- 39:01** Upon written request, the Union shall have access to or be furnished with a copy of any existing data relevant to the negotiation and administration of this Collective Agreement including but not limited to the following:
- a statement of the approved operating budget;
 - a copy of the Board's audited financial statements;
 - a statement of participation in each benefit plan covered by this Collective Agreement including a cost analysis thereof;
 - data respecting salaries, percentage of full-time assignments, allowances, category classification, teaching experience, and seniority concerning each Teacher covered by this Collective Agreement;
 - data respecting individual status of employment, such as a listing of Teachers on leave or on the recall list;
 - information and data respecting the Teacher complement, pupil enrolment and class size;
 - information and data respecting instructional time;
 - the general legislative grant, technical paper (if available) and detailed calculations of funding for the Lakehead District School Board;
 - master copies of Benefit contracts.

Accuracy **May Be** Disputed

- 39:02** Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under 42:01 above.

ARTICLE 40 - COLLECTIVE AGREEMENT REVIEW COMMITTEE

- 40:01** To facilitate the interpretation and implementation of the Collective Agreement, the members of the negotiating

teams responsible for negotiating the Collective Agreement, shall meet on mutually agreeable dates at the request of either party.

ARTICLE 41 -PRINCIPAL'S ASSISTANT, **TEACHER-IN-CHARGE- AND** ACTING ADMINISTRATIVE POSITIONS

Principal's Assistant

- 41:01 The role of the Principal's Assistant shall be voluntary. The Principal's Assistant shall be appointed to schools with no Vice-principal. A Principal's Assistant shall be provided with a written outline of the duties and responsibilities of the role. The role will be developed in consultation with the Union and shall not include the discipline or the evaluation of members in the bargaining unit. When a Principal's Assistant assumes the role of Teacher-In-Charge, it will be in accordance with Articles 41:02 - 41:08.

Teacher-in-Charge

- 41:02 The role of the Teacher-In-Charge shall be voluntary for those Teachers who are not Principal's Assistants. A Teacher-In-Charge shall be provided with a written outline of the duties and responsibilities of the role. The role will be developed in consultation with the Union and will not include the discipline or the evaluation of members in the Bargaining Unit.
- 41:03 A Teacher shall be asked to assume the responsibilities of the Teacher-In-Charge when there is not an administrator in the school. If at all possible, the Teacher in charge should be a Teacher with a minimum of two years teaching experience with the Lakehead District School Board.
- 41:04 A Teacher who assumes this role for more than ½ a day shall have release time provided by an Occasional Teacher.
- 41:05 A Teacher-In-Charge who is assigned for a ½ day or more shall be compensated by a responsibility allowance on a per diem basis. The allowance shall be paid on a per diem basis of \$25.00 in addition to the Teacher's current salary.

- 41:06 Where a Teacher-In-Charge is appointed to replace the Principal or Vice-principal, the replacement appointment shall not exceed twenty (20) consecutive workdays. If at all possible, the Teacher appointed should not be a Teacher-in-charge for more than three consecutive days.
- 41:07 The Teacher shall continue to be subject to all terms and conditions of the Collective Agreement including the payment of Union dues.
- 41:08 Nothing in this article prevents the Teacher from resuming the Teacher's duties subject to forty-eight (48) hours written notice to the appropriate supervisor.

Acting Administrative Position

- 41:09 **A** When a Principal or Vice-Principal will be absent from the school, for a period of time beyond twenty (20) consecutive days, the Board shall appoint a Teacher as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.
- B.** The Teacher shall receive the same compensation and benefit package as other Principals or Vice-Principals with an equivalent position in the Board. The Teacher shall not receive less on a per diem basis than the Teacher would receive under this Collective Agreement
- C.** The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had not been a break in service within the Union provided that the Teacher's term as Acting Principal or Vice-principal does not exceed 193 workdays within the school year.

ARTICLE 42 - CONTINGENCY HIRING RESTRICTIONS

- 42:01 No Teacher, other than an Occasional Teacher shall be hired or retained by the Board under any conditions not specified by this agreement without the conditions being

detailed in writing to the President of the Union and without the written approval of the Union.

- 42:02 The Board shall notify the President of the Union of any Teacher leaving the employ of the Board, at any time, for any reason (including death).

ARTICLE 43 - BOARD MINUTES

- 43:01 The Board shall provide to the Union copies of any agendas, minutes and support documents to all public Board meetings and public Board committee meetings.

ARTICLE 44 - AMALGAMATED SCHOOLS

- 44:01 An amalgamated school is defined as a main campus and a non-contiguous satellite campus.
- 44:02 Staff members shall be assigned to each campus through the transfer and redundancy process only.
- 44:03 Matters concerning secretarial assistance shall be in accordance with Board Policy. (See Policy Statement No. 1.)

ARTICLE 45 - DURATION AND RENEWAL

- 45:01 This Agreement shall have effect from September 1, 2000 until August 31, 2004 with the following conditions applicable.
- 45:02 This Agreement shall supersede all previous agreements. Except for error, inadvertence or omissions, it shall form the basis for computing all salaries and other conditions found herein. Amendments to the clauses defined herein shall be made only by mutual consent of the parties in this Agreement.
- 45:03 Either party wishing to renew this Agreement, with or without amendments, shall notify the other party to this effect, within the month of January in the year in which

the Agreement expires. The parties shall meet within thirty days from the giving of such notice.

- 45.04** In the event that no new Agreement is signed prior to the expiration of this Agreement, its terms and conditions shall not be altered until:
- A. an Agreement or a new Agreement comes into force or the Agreement is renewed, as the case may be; or
 - B. a Board of Arbitration has made a binding ruling in all matters outstanding between the Parties.

ARTICLE 46 – CRIMINAL BACKGROUND CHECKS

- 46.01** The Board will cover the cost of the criminal background check for all incumbent Teachers who participate in the “check” offered by the Ontario Education Services Corporation. If the Teacher wished to obtain a criminal background check on his or her own, the Teacher will be responsible for this expense.
- 46.02** The Board shall collect and manage personal documents relating to criminal background checks and offence declarations in a secure manner that provides for confidentiality and privacy. Access to such records and information shall be limited to the Superintendent responsible for Human Resources and / or Employee Relations and / or designate. The Superintendent shall, upon request, advise the President of the names of those do designated. Such personnel shall not be members of the Bargaining Unit.
- 46.03** Any disciplinary action related to Criminal Background Check of Offence Declaration may be subject to a grievance.
- 46.04** The Board shall release and report information to the College of Teachers as required under government Acts and Regulations.

**APPENDIX A: SAMPLE ELEMENTARY SCHOOLTEACHER
APPLICATION/INFORMATION FORM**

SURPLUS TEACHER

<u>Teaching Certificates Held</u> (i.e. Entries on Qualification Record Card)	<u>Specific Qualifications for French, Special Education and Library</u>		
	<u>Please check</u>	<u>the qualifications you have:</u>	
	<u>Special Education</u>	<u>French</u>	<u>Library</u>
	<u>Part 1</u> <input type="checkbox"/>	<u>Part 1</u> <input type="checkbox"/>	<u>Part 1</u> <input type="checkbox"/>
	<u>Part 2</u> <input type="checkbox"/>	<u>part 2</u> <input type="checkbox"/>	<u>part 2</u> <input type="checkbox"/>
	<u>Specialist</u> <input type="checkbox"/>	<u>Specialist</u> <input type="checkbox"/>	<u>Specialist</u> <input type="checkbox"/>

THIS SECTION MUST BE COMPLETED

In the event that you are unable to attend the placement meeting due to unavoidable circumstances, please rank, according to your qualifications and interest, the following:

Area _____ 2
Area _____ ?
Rank from -
 1 - most preferable
 2 - least desirable

- JK/SK
- Primary (1-3)
- Junior (4-6)
- Intermediate (7-8)
- Special Education
- E.S.L.**

1 - most preferable
6 - least desirable

Please note: Every effort will be made to match a person's qualifications and interests to a remaining position.

(Date)

(Teacher's Signature)

POSITIONS APPLIED FOR IN ORDER OF PREFERENCE

<i>Job Code</i>	<i>Position Description</i>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

(Use reverse side if necessary)

DESIGNATION OF PROXY:

I _____ will be unable to attend the Placement Meeting on

_____ *(date designated by Committee)*

and hereby designate _____ to act on my behalf at these proceedings.

(Date)

(Teacher's Signature)

**TO BE RECEIVED AT THE EDUCATION CENTRE
NO LATER THAN (DATE ESTABLISHED BY THE REDUNDANCY
COMMITTEE)**

**APPENDIX B: SAMPLE ELEMENTARY SCHOOL TEACHER
TRANSFER FORM
NON-SURPLUS TEACHERS**

Surname _____ First Name _____ Full Time
 Half Time
 Other
 Home Phone _____ Present School _____ School Phone: _____
 p.m. _____

<u>Held</u> (i.e. Entries on Qualification Record Card)	<u>French, Special Education and Library</u>		
	<i>Please check the qualifications you have:</i>		
	<u>Special Education</u>	<u>French</u>	<u>Library</u>
	<u>Part 1</u> <input type="checkbox"/>	<u>Part 1</u> <input type="checkbox"/>	<u>Part 1</u> <input type="checkbox"/>
	<u>Part 2</u> <input type="checkbox"/>	<u>Part 2</u> <input type="checkbox"/>	<u>Part 2</u> <input type="checkbox"/>
	<u>Specialist</u> <input type="checkbox"/>	<u>Specialist</u> <input type="checkbox"/>	<u>Specialist</u> <input type="checkbox"/>

<i>Job Code</i>	<i>Position Description</i>
1	
2	
3	
4	
5	
6	
7	
8	

expected to contact the Principal of each school listed to ensure that I understand the nature of the position(s) for which I am applying. I understand that I will receive a copy of all available and potentially available positions and can add to my application of jobs applied for at that time.

(Date)

(Teachers Signature)

**TO BE RECEIVED AT THE EDUCATION CENTRE
NO LATER THAN** (Date established by Redundancy
Committee)

TO BE COMPLETED BY THE PRINCIPAL

*If the above applicant is successful in procuring another assignment,
the following position will be available on the staff of*

Describe position:

(Date)

(Principals Signature)

**TO BE RECEIVED AT THE EDUCATION CENTRE
NO LATER THAN** (Date established by Redundancy
Committee)

APPENDIX C: SAMPLE ELEMENTARY PANEL

POSITIONS AVAILABLE SEPTEMBER _____

School _____

1. Current staff complement (F.T.E.) as at _____, 20____.

J.K.	S.K.	1-8	CORE	RES.	SERT	SP. ED.	OTHER	TOTAL

2. Staff complement F.T.E. as approved by Superintendent
September, 20____.

J.K.	S.K.	1-8	CORE	RES.	SERT	SP. ED.	OTHER	TOTAL

NAME	F.T.E.	POSITION SEPTEMBER, 20____

4. Staff not returning for 20__-20__ (reason leaves of absence, resignations, retirements, one year only assignments)

NAME	SENIORITY DATE	F.T.E.	REASON

5. Staff declared surplus by Principal:

NAME	SENIORITY DATE	F.T.E.

Date

Principal's Signature

**TO BE RECEIVED AT THE EDUCATION CENTRE NO LATER
THAN
(Date established by Redundancy Committee)**

APPENDIX D : SEB PLAN

Effective September 1, 2002, employees of the Lakehead District School Board, who are eligible for federal maternity benefits, and apply for such, will qualify for the following:

Supplemental Employment Benefits (SEB)

Employees who are eligible, and who make application for Employment Insurance Maternity Benefits, will receive pay equivalent to 75% of the employee's regular salary for the two (2) week waiting period. Proof of receipt must be forwarded to Human Resources.

Post Delivery (Maternity Leave)

Employees are also eligible to top-up their EI benefits, up to a maximum of six (6) weeks (from their sick leave earnings bank or from the STD plan).¹ for the post partum recovery period. To receive this supplement, an employee must supply Human Resources with adequate information from HRDC reflecting her weekly wage rate. The top up pay will be the difference between what an employee receives from Employment Insurance and her normal sick pay. Pay will not, however, exceed 100% of the employee's normal weekly earnings.

- Until HRDC regulation 38 is changed, top up will not be deducted from the employee's accrued sick leave credits.

Note 1 : Teachers and Ten Month employees shall be paid only for time that falls on their normal work days.

This chart highlights the recent changes to the Unemployment Insurance Benefits and the Employment Standards Act regarding benefits for parents.

	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
PREGNANCY	<ul style="list-style-type: none"> • two week waiting period (no E.I. benefits) • 15 weeks of E.I. benefits 	<ul style="list-style-type: none"> • allows up to 17 weeks of leave 	<ul style="list-style-type: none"> • benefits are the lesser of 55% of salary or the maximum established by E.I.. • Lakehead District School Board pays equivalent to E.I. benefits during the two week waiting period • E.I. pays for 15 weeks following waiting period
PARENTAL	<ul style="list-style-type: none"> • up to 35 weeks of EI benefits • for natural or adoptive parents • mother OR father OR shared • parent must have had 700 hours of insurable earnings in the last 52 weeks if baby's birthdate prior to December 31, 2000 	<ul style="list-style-type: none"> • up to 37 weeks of leave • for natural or adoptive parents • mother AND father are eligible 	<ul style="list-style-type: none"> • mother and father MAY share up to a combined total of 35 weeks of E.I. benefits (at the lesser of 55% of salary or maximum established by E.I..) • benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefits.

	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
CONDITIONS	<ul style="list-style-type: none"> parent must have had 600 hours of insurable earnings in last 52 weeks if baby's birthdate is after December 30, 2000 maximum of 50 weeks of combined sickness/ maternity/parental 	<ul style="list-style-type: none"> must have been hired by employer at least 13 weeks before due date and must give at least 2 weeks notice seniority accumulates during the leave reinstatement to position held before leave is guaranteed employer will continue to pay its share of the parent's benefits if the parent continues to pay his/her share 	<ul style="list-style-type: none"> the Lakehead Board may allow an unpaid leave of absence over and above the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and employer's share.

If you contemplate accessing any **of** the above benefits, contact Human Resources **for** clarification.

**SCHEDULE B
EARLY RETIREMENT INCENTIVE PLAN "B"
CONTRACT FORM**

Having read the terms and conditions of the Early Retirement– Approved Leave Plan as specified in Article 19 of the Collective Agreement between the Lakehead District School Board and the Lakehead Elementary Teacher’s Federation of Ontario, I hereby advise that I wish to participate in the plan in the _____ year(s) immediately prior to retirement, under the terms and conditions outlined below.

SIGNATURE: _____
WITNESS: _____
DATE: _____

In accordance with the terms and conditions of the aforementioned Early Retirement – Approved Leave Plan, the Lakehead District School Board agrees to employ _____, for a period of _____ year(s) commencing the _____ day of _____ 20____ and terminating the _____ day of _____ 20____ as outlined below.

School Year	% of Contract Employed
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE: _____
WITNESS: _____
DATE: _____

Having been formally enrolled in **the** above named plan, I hereby tender my resignation as a Teacher with the Lakehead District School Board effective _____, 20____.

SIGNATURE: _____
WITNESS : _____
DATE: _____

**SCHEDULE C
EARLY RETIREMENT INCENTIVE PLAN “C”
CONTRACT FORM**

Having read the terms and conditions of the Early Retirement– Approved Leave Plan as specified in Article 19 of the Collective Agreement between the Lakehead District School Board and the Lakehead Elementary Teacher’s Federation of Ontario, I hereby advise that I wish to participate in the plan in the _____ year(s) immediately prior to retirement, under the terms and conditions outlined below.

SIGNATURE: _____
WITNESS: _____
DATE: _____

In accordance with the terms and conditions of the aforementioned Early Retirement – Approved Leave Plan, the Lakehead District School Board agrees to employ _____, for a period of _____ year(s) commencing _____ (date), and terminating _____ (date) as outlined below.

School ~~Year~~ _____ Please Circle Term of Leave
_____ September to December January to June
_____ September to December January to June
_____ September to December January to June

SIGNATURE: _____
WITNESS: _____
DATE: _____

Having been formally enrolled in the above mentioned plan, I hereby tender my resignation as a Teacher with the Lakehead District School Board effective _____ (date).

SIGNATURE: _____
WITNESS: _____
DATE: _____

Letters of Understanding
Between
Lakehead Public Schools
And
Lakehead Elementary Teachers of Ontario

RE: Staff Meetings / Division Meetings / Shortened Days for Professional Activities

The parties agree for the school year 2004-2005 to implement the following terms and conditions:

Staff Meetings

1. There shall be a maximum of up to ten (10) staff meetings per school year, after the conclusion of the students' instructional day.
2. The meetings shall not be longer than one and three-quarter (1 ¾) hours in duration after the conclusion of the students' instructional day or 5:00 p.m., whichever is earlier. This time will include any supervision duty the school may assign at the end of the students' instructional day.

Divisional Meetings

3. Divisional Meetings are in addition to Staff Meetings and Shortened School Days and may be held either informally or formally in accordance with the following:

Informal – Informal divisional meetings to address divisional concerns shall continue to be held on a needs basis at the discretion of the teachers in the division regarding timing, length and location. Divisional concerns may be identified by teachers and / or the Principal.

Formal – Are meetings called by the Principal and held after the conclusion of the students' instructional day. A maximum of up to three (3) formal Divisional Meetings per Division per school year, which shall not be longer than one (1) hour in duration, may be held.

Shortened School Day for Professional Activities

4. There shall be a maximum of up to three (3) Shortened School Days for professional activities during the school year.

5. For each one half (1/2) hour the students' instructional day is shortened, the equivalent amount of time may be added to the school's normal instructional day. (i.e. – regular dismissal time 2:30 p.m., students dismissed at 1:30 p.m., professional activities held until 3:30 p.m.) The equivalent amount of time added shall not exceed 1½ hours after the end of the school's normal instructional day. No meeting will extend beyond 5:00 p.m.
6. Shortened School Days, as outlined in number five, are in addition to Staff and Divisional meetings

Dated at Thunder Bay this 3rd day of December, 2003

For the Lakehead District
School Board

For the Union

Letters of Understanding
Between
Lakehead Public Schools
And
Lakehead Elementary Teachers of Ontario
December 3, 2003

Balanced Day

If the Board approves the piloting of a Balanced Day for any part of the 2003-2004 School Year or the 2004-2005 School Year, this Letter of Agreement will come into effect.

Letter of Agreement between the Lakehead District School Board (hereinafter referred to as the "Board") and the Lakehead Elementary Teachers of Ontario (hereinafter referred to as the "Union")

BALANCED DAY

The parties agree to establish a Balanced Day Review Committee that will examine the impact of the establishment of a balanced day on the existing collective agreement.

The composition of the committee will include three (3) representatives from the Board and three (3) members from the Union.

The committee will review but are not limited to the areas of transfer and redundancy and working conditions.

Recommendations from the committee will be completed before April 1st 2004.

Dated at Thunder Bay this 3rd day of December, 2003

For the Lakehead District
School Board

For the Union

Letters of Understanding
Between
Lakehead Public Schools
And
Lakehead Elementary Teachers of Ontario
December 3, 2003

Administration of Medication for Out of School Trips as follows:

While teachers do not perform medical / physical procedures, they may volunteer to administer medication by pill or tablet or use an Epi-pen while with students on an out of school trip.

Such pill /tablet shall be placed in a sealed envelope. The envelope will have the child's name, class, type of medication, quantity, time for administration of pill / tablet, and be signed and sealed by the administrator/ designate (not a teacher).

If a teacher volunteers to administer medication, arrangements shall be made at least **72** hours prior to the field trip. Such teacher shall receive Board training, when appropriate, prior to the out of school trip, which shall include but not be limited to identification of complications.

Teachers who have volunteered to administer medication on an out of school trip are considered for liability purposes to be working within the scope **of** their duties for the Board.

Dated at Thunder Bay this 3rd day of December, 2003

For the Lakehead District
School Board

For the Union

BENEFITS SUMMARY

This is a summary only. For further information call the Benefits Clerk at the Board Office. Extended health care, other than the services of a dentist, must be ordered by a doctor.

Extended Health

Hospital Insurance:

1. Covers the difference between ward coverage and private.
2. Covers hospital insurance emergency costs while outside Canada. Covers the difference between OHIP ward and semi-private.

Medical Supplement: \$0 deductible/single \$0 deductible/family per year

- Prescription drugs that are available only by prescription are covered.
- Doctor's charges, other hospital services excluding room charges and other medical services outside of Canada are included (see detailed information)
- Private nursing care where required
- Professional services, physiotherapists, speech therapists, psychologists, licensed masseurs, chiropractors, osteopaths, naturopaths, podiatrists after OHIP payment is exhausted (if applicable). Maximum payable per benefit year applies.
- Dentists for accidental damage to teeth
- Rented medical equipment
- Licensed ambulance service
- Laboratory services
- Radiotherapy

Note: This coverage requires **you** to pay the total **costs** and submit receipts for reimbursement.

Dental Benefits

100% Payment of:

- Oral Examinations
 - One complete every 24 months
 - Recall twice a calendar year with a 5 month interval
 - Emergency or specific examinations

Radiographs and radiographic interpretations once every 24 months

Bitewing radiographs two per year with a 5 month interval

Radiograph to diagnose a symptom or exam a particular course of treatment

- Required consultation with another dentist (dentist to dentist)
- Prophylaxes and topical fluoride applications—two a year with a five month interval
- Emergency or palliative services
- Diagnostic testing and laboratory examinations
- Removal of impacted teeth and related anesthesia
- Provision of spacers for missing primary teeth
- Pit and fissure sealants
- Oral hygiene instruction – two per year with a five month interval

Restorative and Surgical Procedures – 100% Payment of:

- Fillings
- Removal of teeth
- Preformed stainless steel crowns and repairs to preformed stainless steel crowns
- Endodontics
 - Root canal therapy and fillings
 - Treatment of disease and pulp tissue
- Periodontics
 - Treatment of the disease of gums and other supporting tissues to the teeth
- Repairs to bridges and dentures
- Rebase or reline or minor adjustment of an existing partial or complete denture

Coverage for the following items will be subject to 75% of the cost, with annual maximum of \$1,500:

- Inlays and onlays
- Crowns and repairs to crowns other than repairs to preformed crowns
- Construction and insertion of bridges
- Replacement
 - once every five years to replace equivalent bridge (see detailed information)

Orthodontics – plan commences September 1, 1990 - \$1,500 per person lifetime maximum 50% of the cost reimbursed.

Collection of Benefits:

Claim forms available at the school or Board office. File claims within 90 days. Claims over \$500 must be preauthorized by Sun Life.

Vision Care: Plan commences September 1, 1991.

Unlimited claims to a maximum of \$250 per person every 24 months – no change in prescription required.

Dependents 18 and under may claim \$250 every 12 months.

Hearing: Plan commences September 1, 1990. One \$400 per person every four years.

Long Term Disability

Eligibility – Continuous disability for six months

Monthly benefit – 60% of predisability earnings plus 8.9% T.P.P. premium paid.

During rehabilitation programs Long Term Disability benefits will be reduced if all earnings e.g. L.T.D. rehab. Earnings, C.P.P., etc., exceed 100% of predisability monthly earnings.

Reoccurrence of the same disability with a six month period will be treated as the original disability. After six months it will be treated as a new disability.

During disability Basic and Optional Group Life continues and premium contributions are waived.

Group Life

Basic Group Life – Payable by the Board:

Three times CatIV Maximum or three times annual salary, whichever is greater to November 30, 1998, thereafter. two times CatIV Maximum.

Optional Group Life – Payable by employee

Coverage is in units of \$10,000 from a minimum of \$10,000 to a maximum of \$500,000/ Premium is based on age and tobacco use or non use.

During disability - no cost in premium

Coverage ends at age 65.

Dated at Thunder Bay this ____ day of _____, 20____.

ACCEPTED

For
LAKEHEAD DISTRICT SCHOOL BOARD

Chair, Negotiating Committee

Witness

Chair, L.D.S.B.

Witness

Secretary, L.D.S.B.

Witness

For

**THE LAKEHEAD ELEMENTARY TEACHERS' FEDERATION OF
ONTARIO, THUNDER BAY DISTRICT; REPRESENTING THE
ELEMENTARY PUBLIC SCHOOL TEACHERS EMPLOYED BY
THE LAKEHEAD DISTRICT SCHOOL BOARD**

Negotiations Officer, L.E.T.O.

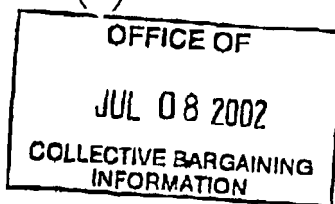
Witness

President, L.E.T.O.

Witness

E.T.F.O. CB Staff Member

Witness



Memorandum of Agreement
Between
Lakehead District School Board
and
Lakehead Elementary Teachers of Ontario

FILE No.	801 0285
DEPT. FILE	
DEPT. DATE	
TOTAL PAGES	480
EXP. DATE	01-SEP-2001
EXPIRES	09-JUN-2003
COMM. NO. PPSA	
DATE	

Whereas the collective agreement between the parties expired on August 31, 2001; And whereas the parties are desirous of making interim arrangements to extend the terms and provisions of the expired collective agreement and to revise its terms; And whereas pursuant to section 58(2) of the Labour Relations Act the parties may, after a collective agreement has ceased to operate, agree to continue the operation of the collective agreement with or without modifications for a period of less than one year;

The Parties hereby agree:

1. To extend the terms and provisions of the collective agreement which expired on August 31, 2001 until June 9, 2003.
2. To amend the provisions of the collective agreement in the following respects:
 - a.) Change the note in article 29.01 to read the following: Professional Activity Days may be used for the following: assessment, reporting, planning, preparation, and administrating student records.

9.02 change paragraph to reflect: 'In the event that a teacher cannot complete all the required interviews during the regularly scheduled parent-teacher interview times, additional interviews may be scheduled. If there are only a few interviews that need to be accommodated, it would be expected that, for example, the time before school, after school and/or during prep time could be used. However, if a significant number of interviews need to be accommodated, release time will be made available.
 - b) Formal Performance Review; The Board and the Union agree to establish a committee to develop guidelines related to the implementation of Bill 110 including teacher performance reviews, and employee files.
 - c) Benefits Review Committee: The Board and the Union will establish an Elementary Teachers= Benefit Review Committee with equal representation of the Board and the Union Local to review the benefit plans, their costs and provisions, with a view to managing costs jointly between the parties. Such review may include recommended actions to the parties in a timely fashion.
 - d) Severance Package Review; The parties agree to review the Retirement Gratuity with the intent to consider alternative models. The composition of the

Committee will continue to include a minimum of two representatives from the Board and a minimum of two Members from the Union. The work of the Committee will be completed in a timely fashion.


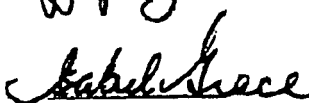
3. That the Board shall adjust wages on the basis of the agreed to salary scale by the following:

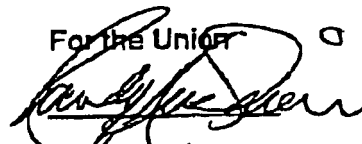
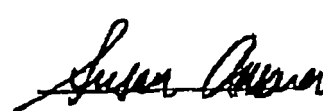
Effective September 1, 2007: 2% salary increase

Effective September 1, 2002; 2% salary increase

It is agreed that further adjustment to the salary grid will occur if costs savings are realized through benefit restructuring.

4. To continue bargaining for a renewal collective agreement in accordance with their respective obligations under the Labour Relations Act. In this respect the Federation agrees to commence bargaining no later than June 1, 2003.
5. There shall be no strike or lockout during the period the provisions of the collective agreement are extended, Neither party shall make an application for conciliation prior to June 9, 2003.
6. This agreement does not constitute a collective agreement under the Labour Relations Act. This agreement shall not be construed as limiting the ability of the parties to strike or lockout upon its expiry. In the event the agreement is so construed the parties agree that the agreement is null and void.
7. Neither party shall give notice to terminate this agreement under section 58 (2) prior to June 9, 2003.
8. This agreement to amend and extend the collective agreement is made this 10 day of June, 2002 at Thunder Bay, Ontario.

For the Board

Dinesh Salicida

Karel Grace

For the Union

Christina Lopez

Susan Quinn

2001		ELEMENTARY GRID				September 1, 2001
Year	A	A-1	A-2	A-3	A-4	
0	32,576	34,728	36,442	39,209	42,433	
1	34,237	36,812	38,656	41,620	45,036	
2	35,898	38,899	40,869	44,033	47,642	
3	37,560	40,984	43,084	46,441	50,249	
4	39,221	43,070	45,299	48,852	52,851	
15	40,881	45,155	47,511	51,264	55,457	
6	42,542	47,242	49,726	53,672	58,062	
7	44,204	49,325	51,939	56,084	60,666	
8	45,868	51,410	54,153	58,495	63,273	
9	47,528	53,496	56,364	60,906	65,878	
10	49,190	55,582	58,579	63,316	68,483	
11	50,851			65,728	71,087	
Penultimate	52,237					
Ultimate	55,582					

2%	2002/2003	ELEMENTARY GRID			September 1, 2002
Year	A	A-1	A-2	A-3	A-4
0	33,227	35,423	37,171	39,994	43,282
1	34,921	37,548	39,429	42,452	45,937
2	36,616	39,677	41,686	44,913	48,594
3	38,311	41,804	43,946	47,370	51,254
4	40,005	43,931	46,205	49,829	53,908
5	41,699	46,058	48,461	52,289	56,566
6	43,393	48,187	50,720	54,746	59,223
7	45,088	50,311	52,977	57,206	61,880
8	46,785	52,438	55,237	59,665	64,538
9	48,479	54,566	57,492	62,125	67,196
10	50,174	56,694	59,751	64,582	69,852
11	51,868			67,042	72,509
Penultimate	53,282				
Ultimate	56,694				

Elementary - Grids
as per interim
Agreement June/02