

AGREEMENT

between

LAKEHEAD DISTRICT
SCHOOL BOARD

and

THE TEACHER PROFESSION ACT
BARGAINING UNIT,
THUNDER BAY DIVISION
OF THE
ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION

September 1, 1998
to
August 31, 2000

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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 decision-making 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.

(i)

INFORMATION ITEM #1

The following shall not be deemed to form part of the current Collective Agreement, and is attached hereto solely for the information of the OSSTF membership.

It is understood that the Executive Council of the Teacher Profession Act Bargaining Unit, Thunder Bay Division OSSTF is recognized as the sole local decision-making body of the Federation, and further, no endorsement by the Federation of any principle or recommendation can be assumed without the formal approval of the Executive Council.

INFORMATION ITEM #2

The following shall not be deemed to form part of the current Collective Agreement, and is attached hereto solely for the information of the OSSTF membership.

POLICIES AND PROCEDURES

RE: HIGH SCHOOL CO-CURRICULAR ACTIVITIES

To meet the needs of a wide variety of students, the secondary school should extend its role beyond the provisions of courses for diploma credits. As a resource to the community generally, and to its own students specifically, the school has an unrivalled opportunity to help young people explore the many dimensions of learning and living. It can assist them to realize their potential in various fields of endeavour and set them on the path to becoming mature, responsible, co-operative members of society. Among the activities that might be provided or encouraged are the following:

- *extra-curricular, athletic, social, and cultural pursuits;*
- *community service;*
- *travel;*
- *extended use of other community resources;*
- *special programs in conjunction with other community agencies;*
- *special training that lies outside the regular school program.*

(The Ministry of Education in H.S.1, 1977-78, page 1, under ROLE OF THE SCHOOL)

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

In order to facilitate such programs and to recognize the efforts of the teachers involved, the Lakehead District School Board agrees:

1. That a method of recognition for staff involvement in co-curricular activities be some combination of
 - .1 the granting of compensatory time during the examination schedules at the discretion of the school Principal (implementation should not result in an increased work load for other staff members);
 - .2 where possible, at the discretion of the Principal, a reduced allocation of supervisory duties.
2. That monies be provided in the school's Training Fund to recognize the importance of extending training to those involved in co-curricular activities. Application for disbursement of the funds provided will be made to the school's Training Fund.
3. That the Board continues to recognize the value of SSSAA programs through its budget process.
4. That consideration will be given to applications for Leaves of Absence for teachers who are involved in supervising co-curricular activities requiring an absence of more than one (1) school day. Applications for Leaves of Absence will be made as per clause 8:02.7 of the Collective Agreement.

AGREEMENT

between

LAKEHEAD DISTRICT SCHOOL BOARD
MEMORANDUM OF AGREEMENT

hereinafter referred to as the Board

and

THE EDUCATION ACT TEACHER
BARGAINING UNIT,
THUNDER BAY DISTRICT
OF THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION

hereinafter referred to as the Teachers

Effective September 1, 1998

THIS AGREEMENT WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1:01 .1 The Board recognizes the Negotiating Committee of the Education Act Teacher Bargaining Unit, Thunder Bay District of OSSTF as the regular and official bargaining representative for the Teachers who are employed by the Board and who bargain under the Ontario Labour Relations Act, and the Teachers recognize the Negotiating Committee (Secondary) of the Lakehead District School Board as the bargaining representative of the Board.
- .2 The Board recognizes the right of the Education Act Teachers' Bargaining Unit, Thunder Bay District of OSSTF to authorize the OSSTF to represent the said members, and the Teachers recognize the right of the Negotiating Committee (Secondary) of the Board to authorize its member association to represent it.
- 1:02 The purpose of this agreement is to set forth the terms and conditions of employment contained herein, and to define a procedure for the resolution of grievances.

ARTICLE 2

DEFINITIONS

- 2:01 .1 Wherever used herein "Board" shall mean the Lakehead District School Board.
- .2 Whenever used herein, "EAT Unit" shall mean Education Act Teacher Bargaining Unit of the Thunder Bay District, OSSTF.
- .3 Whenever used herein, "Federation" shall mean EAT Unit.
- .4 Salary for teachers will be calculated based on assigned classes, and/or full time equivalent non-classroom assignments.

.5Whenever used herein, "School Year" is as stipulated in Ministry memoranda and regulations.

.6 Whenever used herein, "Teacher" refers specifically to the collective group of teachers and/or to a specific individual in the EAT Unit.

.7Whenever used herein, "FTE" shall mean Full Time Equivalent.

.8Whenever used herein "LTD" shall mean long term disability.

ARTICLE 3

MANAGEMENT RIGHTS

3:01 The Teachers recognize that the Board has the right, duty and responsibility to provide, operate, and manage its secondary schools in the Lakehead District School Board. 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.

3:02 The Board and the Teachers agree that there should be no discrimination as defined in the Ontario Human Rights Code.

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 4

CLASSIFICATION OF TEACHERS

4:01 .1 All members of the secondary school teaching staff of the Lakehead District School Board shall, for salary purposes, be placed in one of the following categories:

Uncertified - Category One - Category Two - Category Three - Category Four.

.2 Subject to the provisions of Clause 4:01.6 the placing of teachers in their respective categories shall be determined by the Certification Board of the OSSTF, in accordance with the latest Certification Chart, as approved by the Annual Meeting of the Provincial Assembly of the OSSTF and recognized by the OPSBA.

- .3 The Board will require each teacher to file proof of category classification by the OSSTF.
- .4 The Board reserves the right to challenge any classification and ask the Federation to show how the Certification Board arrived at a particular classification.
- .5 A teacher paid in categories 3 or 4 must teach in the teacher's field of specialty, if a principal so requests.
- .6 Teachers holding a Letter of Standing valid in Ontario will be placed in the proper category in accordance with qualifications and experience.

4:02 Category Adjustments

Where a teacher's classification under this agreement is changed to a higher classification by virtue of improved qualifications, the teacher shall be entitled to a category adjustment in salary. The amount of the salary adjustment shall be the difference between the present salary and new salary according to the new position on the salary grid.

.1 Procedure

The following shall be the procedure for obtaining a category adjustment:

- .1.1 Applications are to be made on a form to be provided by the Board. These forms are available to teachers at the school or from the office of the Superintendent of Human Resources.
- .1.2 Applications are to be filed with the Superintendent of Human Resources.
- .1.3 Applications are to be accompanied by the following supporting documents:
 - .1.3.1 original or photostatic copy of the endorsed or specialist certificate;
 - .1.3.2 original or photostatic copy of trade test result, if applicable;
 - .1.3.3 original or photostatic copy of the OSSTF Certification Board category placement certificate;
 - .1.3.4 copies of any documents sent to the OSSTF Certification Board which may entitle a teacher to a change of category.

.2 Effective Dates of Adjustments

- .2.1 Category adjustments will be effective on the first day of classes. Ordinarily all documentation should be completed by December 31st. However, in the event

that documentation of the application cannot be completed by December 31st, the teacher concerned shall file a letter of intent, with the Superintendent of Human Resources, prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the teacher's application and its retroactivity will be protected until the final deadline date of May 31st.

- .2.2 Category changes resulting from academic or other credits gained since the first day of classes, but prior to January 31 of the school year, will result in adjustments retroactive to the first day of the second semester of the current school year. Documentation will be completed within four months of the date of qualification.
- .2.3 Category change based upon the successful completion of a Trade Test during the school year will be accepted if otherwise documented.
- .3 The salary of any teacher coming under this agreement shall not be adversely affected by the agreement, subject, of course, to the teacher concerned taking all the necessary steps to obtain qualifications. Any teacher who is ahead of schedule according to qualifications and experience will remain at that figure until such time as qualifications and experience merit further increments. However, if a teacher ceases to hold a specific position for which a responsibility allowance is paid, then the teacher will not be entitled to the responsibility allowance, and the salary adjusted accordingly.

4:03 Placement on Salary Schedule

.1 Part-time Teaching

- .1.1 Teaching experience towards grid placement by teachers less than a complete year shall be pro-rated as a decimal of a year (to 1 decimal place) computed as

Number of school days of
experience

Number of days in school
year

accumulated at the end of each school year.

- .1.2 When accumulated experience equals or exceeds 0.5, 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 1st.
- .1.3 When accumulated experience is less than 0.5, placement on the Salary Schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval.
- .1.4 A classroom teacher who teaches part-time for a full year shall have experience towards grid placement calculated to one decimal place as

Number of assigned periods per
year

Number of assigned periods per
year of a full-time teacher

and/or pro-rated non-classroom assignments as compared to a full-time non-classroom teacher.

- .1.5 Supply teaching or experience gained at Summer School or Night School shall not count as experience for the salary schedule, unless a teacher is assigned Night or Summer School as part of the contractual obligation as per 12:08.1.1.5.
- .2 Teaching Experience in Other Jurisdictions
 - .2.1 Each year of elementary or secondary school teaching experience in the schools of Ontario will count as a full year's experience on the Salary Grid.
 - .2.2 Each year of elementary or secondary school teaching in schools outside of Ontario, will count as a full year's experience on the Salary Grid.

When the teacher held certification which in the opinion of the Board was deemed acceptable for a letter of standing in the province of Ontario, the teaching experience will count as a full year's experience on the Salary Grid. In any event, the Board will be guided by the regulations established by the Ontario College of Teachers.

- .2.3 Each year of full time teaching in a college, university or as a Continuing Education Instructor with the Lakehead Board will have an allowance of \$300.00 per year.
- .2.4 Each year of full time teaching outside of Ontario in an elementary or secondary school when the teacher did not have qualifications acceptable for Letter of Standing will have an allowance of \$300.00 per year.

.3 Trade and Business

- .3.1 All new teachers hired after September 1, 1979 will be granted an allowance of \$700.00 per year for each year of vocational trade experience above the basic requirements for entrance into secondary school teaching, to a maximum of \$3,500.00.
- .3.2 Each year of related business experience will have an allowance of \$200.00 per year to a maximum of \$1,000.00.

4:04 Probationary Teachers

- .1 In the hiring of probationary teachers, the following principles are hereby adopted:
 - .1.1 Any fully qualified teacher shall be appointed to staff on a probationary or permanent basis unless otherwise permitted by an Act of the Province of Ontario.
 - .1.2 New teachers will be hired on a probationary basis. 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.
 - .1.3 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 placing them on permanent contract. Where feasible and possible, such notice may be given by the Board prior to March 31st in the year in which the probationary period

ends. At the teacher's request, the Board will provide the reason for its decision.

- .2 The Board agrees to hire new teachers in accordance with the Salary Schedule and, at the same time, adheres to the following principles:
 - .2.1 When employing any teacher with allowance for teaching experience, as defined in 4:03.2.1 or 4:03.2.2, any teacher on staff with the same or better qualifications and teaching experience as defined in 4:03.2.1 or 4:03.2.2, will not be paid less than the new teacher employed.
 - .2.2 When employing any teacher with allowance for related experience, as defined in 4:03.2.3; 4:03.2.4; or 4:03.3, any teacher on staff with the same number of years or greater number of years of related experience, as defined in 4:03.2.3;4:03.2.4; or 4:03.3, will not be paid a total salary less than the new teacher employed.
 - .2.3 If, due to exceptional circumstances, it is deemed necessary by the Board, to offer a new teacher a higher salary than that provided for in the Schedule, the Board, in conjunction with the Director of Education, will consult the officers of the Federation before making such an offer.
- .3 .1 Where a teaching position or a position of responsibility other than principal or vice-principal becomes available within the secondary school system, it shall be posted in all secondary schools within the system for a period of five (5) school days, in order that qualified teachers within the system have the opportunity to submit applications for the position. Article 12 takes precedence over this clause.
 - .2 Position postings must state qualifications needed and include the effective date of qualification.
- .4 Teachers must have the Board's medical form completed by a qualified practitioner before final appointment to the teaching staff will be made.
- .5 Part-time Teachers
 - .5.1 The salary, allowances, and benefits of a part-time teacher are pro-rated.
 - .5.2 The prorating of dental, extended health and vision care benefits for married couples who are both employed part time under this collective agreement will be

calculated based on the total number of periods taught by the two spouses up to a maximum of 100%.

- .5.3 In no case shall there be more than one and one-half hours of unassigned time in a day within the block of assigned time unless there is written agreement amongst the teacher, the Local Federation President and the Superintendent of Human Resources.

ARTICLE 5
SALARIES AND ALLOWANCES

5:01 Basic Salary Grid - Day School Salaries

.1 Salary Grid - September 1, 1998 to August 31, 2000

Year	1	2	3	4
0	32,884	34,508	37,128	40,180
1	34,858	36,604	39,411	42,646
2	36,834	38,700	41,695	45,113
3	38,809	40,797	43,976	47,581
4	40,783	42,894	46,259	50,046
5	42,758	44,989	48,542	52,513
6	44,734	47,086	50,824	54,980
7	46,707	49,181	53,107	57,446
8	48,681	51,278	55,390	59,914
9	50,657	53,373	57,674	62,381
10	52,632	55,470	59,955	64,847
11			62,239	67,314

- .2 Each teacher shall be paid an annual salary dependent on the teacher's placement on the salary grid subject to the provisions of Article 4 and 5 of this agreement.
- .3 The basic salary paid, including the allowances for experience, shall not exceed the maximum salaries set out in the grid above.
- .4 The Board reserves the right to withhold the annual increment of any teacher in any year if, on the basis of the report of the Director of Education, the teacher's services are deemed unsatisfactory. The teacher will be notified of the Board's intention to withhold the increment before May 31st and will be told the reasons why the teacher's services are deemed unsatisfactory and, where feasible and possible, such notices shall be given by the Board on or before March 31st.

Responsibility and Other Allowances

In addition to the salary according to Article 5:01, 5:02, and 5:03 the following allowances per annum shall be paid and shall have the effect of piercing the maximum salaries:

5:02 Chair Allowances

- .1 Each chair shall be paid an additional responsibility allowance equivalent to 6.7% of Cat IV maximum per annum.
- .2 A chair must have specialist certification in at least one subject area in the organizational unit.

5:03 Coordinator of Co-Curricular Inter-School Athletic Activities Allowance

- .1 Each principal shall annually appoint, from its existing staff, a co-curricular coordinator who shall be paid an additional responsibility allowance equivalent to 4.5% of Cat IV Max per annum.
- .2 In the event that the position is not filled, the dollars allocated to the position will be assigned to the school budget.

5:04 Program Managers Allowance

- .1 When program needs warrant, the Principal may recommend to the Area Superintendent, the establishment of a Program Manager. Program managers, including Kingfisher Lake Manager, appointed by the Board shall be appointed for a term as are chairs, and shall be paid an additional responsibility allowance equivalent to 4.5% of Cat IV Max per annum.

5:05 Cost of Living Allowance (COLA) (In-operative)

- .1 The following COLA clause shall be effective August 31, 1995 and shall apply to all salary and allowances as defined in this Collective Agreement.
- .2 The Consumer Price Index (Thunder Bay 1981 = 100) for the period June 1, 1993 to June 1, 1995 shall be the basis of calculation for this COLA clause.
- .3 Effective August 31, 1995, if the percentage change in the CPI June 1993 to June 1995 reaches four percent (4%) a one for one increase, for the increase beyond four percent (4%), will be applied to the September 1, 1995 annual salaries of all teachers. The maximum adjustment shall be two percent (2%).

$$\text{Percent increase} = \frac{\text{CPI (June '95)} - \text{CPI (June '93)}}{\text{CPI (June '93)}} \times 100\%$$

- .4 In the event that Thunder Bay C.P.I. ceases to be published, all references will be changed to the Ontario Consumer Price Index.

5:06 Allowance for Post Graduate Degrees

- .1 Degree at the Doctor's level (not an honorary degree) \$ 800
- .2 Master of Arts and/or Science, Master of Education \$ 700
- .3 Bachelor of Education (taken apart from regular teaching training program) \$ 100
- .4 Allowance for Post Graduate Degree will not be granted for salary purposes if the course, or courses, which have been taken towards this extra degree are used by the Certification Board in establishing a teacher's grouping. Before teachers are granted allowance for extra degrees, they must present a "Certification Rating Statement with Seal" to the Board through the Superintendent of Education (Human Resources)
- .5 In order to qualify for the adjustment of the allowance for the Post Graduate Degree by September 1st, 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 on the second qualifying date of January 1st, all requirements must be completed by that date. There would be retroactive pay under the terms of this clause. All documentation should be completed by December 31st for retroactive pay to September 1st, and by May 31st for retroactive pay to January 1st.
- .6 Allowance will be for one Post Graduate Degree only.

5:07 Adjustment to Schedule

Upon the effective dates as set forth herein, the Board undertakes to adjust salaries and responsibility allowances in accordance with the above schedules.

5:08 Method of Payment of Salaries

- .1 Payments will be made in accordance with the schedule in 5:11.6, to be deposited in the Bank of the Teacher's choice. The Board reserves the right to make payment of extra earnings by cheque.

.2 A new teacher hired will be paid upon the next pay date after the date of hire as indicated in 5:8.6.

.3 The calculation of the daily rate is as follows:

$$\text{Daily Rate} = \frac{\text{(grid salary + allowances)}}{\text{\# of school days in the school year as defined by the Board}}$$

.4 Where a teacher is employed for less than a school year, the annual salary shall be the number of teaching days assigned times the daily rate as defined in 5:8.3.

.5 .1 Where a teacher is employed less than full time, the teacher shall be paid in accordance with 5:8.6 prorated to the teaching assignment in each semester.

.2 1. Part-time teachers teaching in both semesters on timetables with more than twice the workload in one semester than the other shall have benefits deducted equitably over the year.

2. Teachers assigned in only one semester will have benefits deducted equitably and fully on scheduled pay dates.

.3 The only exception to 5:08.5.1 and .2 would be teachers who were half-time before September 1, 1995 and who could show a tax disadvantage may request to be paid half-time for the whole year should the teacher remain half-time. The request must be done annually.

.6 Semi-Monthly Payroll

PAY DATES	PAY #	PAY PERCENTAGE	TOTAL PERCENTAGE PAID TO DATE
FIRST BANKING DAY IN SEPT.	1	7.625	7.6250
SEPT 15	2	3.875	11.5000
SEPT 30	3	3.875	15.3750
OCT 15	4	3.875	19.2500
OCT 31	5	3.875	23.1250
NOV 15	6	3.875	27.0000
NOV 30	7	3.875	30.8750
DEC 15	8	3.875	34.7500
DEC 31	9	3.875	38.6250
JAN 15	10	7.500	42.5000

LAST DAY OF SEMESTER ONE	11	3.875	50.0000
FEB 15	12	3.875	53.8750
FEB 28	13	3.875	57.7500
MAR 15	14	3.875	61.6250
MAR 31	15	3.875	65.5000
APR 15	16	3.875	69.3750
APR 30	17	3.875	73.2500
MAY 15	18	3.875	77.1250
MAY 31	19	3.875	81.0000
JUNE 15	20	3.875	84.8750
JUNE 30	21	3.875	88.7500
JULY 15	22	3.875	92.6250
JULY 31	23	3.875	96.5000
AUG 15	24	3.500	100.0000

- Teachers receiving LTD benefits will be paid on a monthly basis.
- If pay date falls on a statutory holiday or weekend, pay date will be the preceding banking day.

.7 Notwithstanding any other provisions in this agreement, employees retiring from the Board will be paid out all salary owing in the final pay cheque for the final month worked.

5:09 OSSTF Fees

- .1 Federation Fees will be deducted from each teacher's pay by the Board and submitted monthly to the OSSTF by the Board.
- .2 At the request of the EAT Unit OSSTF Executive Council, the Board will institute a single salary check-off for an amount designated by the Executive Council to provide for clause 8:02.8.

5:10 OSSTF Seniority List

On or about December 1 of each school year, the Board shall provide a list of teachers employed by the Board to the Federation, EAT Unit, District 6A; such list is to be compiled by period of employment (seniority list) and shall include all qualifications held by each teacher and shall be posted in each school.

ARTICLE 6

TEACHER BENEFITS

6:01 The Benefit plans referred to in this Article are as more particularly described in Schedule C attached to this agreement.

6:02 The Board agrees to pay on behalf of the teacher:

- .1 100% of the 1998-99 monthly premiums of the Extended Health Care Plan to include a Hearing Benefit Plan of \$500/5 years.
- .2 50% of the monthly premiums of the Basic Group Life Insurance Plan at 2 times maximum category 4 or annual salary, whichever is greater.
- .3 .1 50% of the 1998-99 monthly premiums of the Long Term Disability Plan.

.2 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).
- .4 90% of the 1998-99 monthly premiums of the Dental Plan.
- .5 90% of the 1998-99 monthly premium of the Board's Vision Care Plan (\$250/24 months).

6:03 The Board agrees to administer the Sun Life Optional Life Insurance Plan that permits the insuring of the teacher, the teacher's spouse and the teacher's children. (See Schedule C)

6:04 A teacher, retiring before the age sixty-five, may continue coverage under the Board's Group Life Insurance Plan and the Optional Life Insurance Plan with full cost borne by the retiree until age sixty-five, subject to eligibility requirements of the Plan Document.

6:05 No change in the specifications of the plans in 6:02.1, .2, .3, .4 and .5 can be made except through negotiations of the Board and the Teachers, and changes of carrier may only be made by mutual consent. The EAT Executive will be notified when changes in premiums occur. Similar notification will be made when rebates are announced.

6:06 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. A teacher having submitted a letter of resignation contingent upon receiving a pension will be allowed to opt out of LTD premium payments up to six (6) months prior to retirement.

ARTICLE 7

INSTRUCTIONAL TIME, GENERATION OF STAFF, WORKLOAD PROVISIONS, CHAIRS

7:01 Instructional Time

- .1 A full time teacher shall be assigned eight periods. A classroom teacher's assignment includes six instructional periods, one period for preparation and one period for other assigned duties.
- .2 Each full-time Classroom Teacher shall be assigned 1250 minutes of instructional time for every five instructional days on average during one semester. As part of the 1250 minutes a full-time classroom teacher will be assigned up to a maximum of six credit courses or equivalent. In addition, a minimum of 125 minutes of other timetabled instructional duties shall be assigned including on-call assignments, teacher advisory programs, scheduled remediation and enrichment programs, guidance, special education, library, examination days, co-op monitoring, field trips/off-campus activities deemed part of the curriculum, and any other mandated provincial programs.

7:02 Generation of Staff

- .1 The number of full-time equivalent instructional staff shall be generated according to the current provincial funding formula which achieves an average class size of 22.
- .2 For the 1998-1999 school year, there shall be a minimum of 338.3 FTE classroom and non-classroom teachers, excluding coordinators, adjusted for changes in projected average daily enrolment (ADE) for 1998-1999.
- .3 For the 1999-2000 school year there shall be a minimum of 333.3 FTE classroom and non-classroom teachers, excluding coordinators, adjusted for changes in projected average daily enrolment (ADE) for 1999-2000.
- .4 Effective June 30, 2000 the total system complement of teachers will be reduced by 7.5 FTE.

7:03 Workload Provisions

- .1 Each full-time classroom teacher shall be timetabled for an average of one-half an instructional period per day each semester free of any assigned duties for preparation time. Teachers who are assigned part-time to classroom instruction shall have their preparation time assigned on a pro-rated basis.
- .2 Non-classroom teachers shall be assigned full-time to their area of guidance, library or special education or pro-rated if a part-time assignment. Each such teacher shall be entitled to a

fifteen minute break in the morning and a fifteen minute break in the afternoon.

- .3 Non-instructional duties of teachers shall be allocated on an equitable basis. Non-instructional duties of part-time teachers shall be pro-rated in the same ratio that their part-time assignment bears to a full-time assignment.
- .4 Each teacher shall be entitled to a 40-minute uninterrupted lunch break between classes.
- .5 Except in the case of an emergency, department chairs shall not be assigned on-calls.
- .6 A teacher assigned to more than one school in a semester will have a timetable that permits adequate travel time between schools.

7:04 Chair Structure

- .1 Each composite school shall have 8 organizational units led by a chair. These units shall be as follows:
 - 1.1 Business
 - 1.2 Communications (English and Moderns)
 - 1.3 Mathematics
 - 1.4 Science
 - 1.5 Student Services, Co-operative Education and Information Services
 - 1.6 Social Sciences (Geography, History and Family Studies)
 - 1.7 The Arts (Physical Education, Art, Music, Drama)
 - 1.8 Technical Studies
- .2 Each collegiate shall have 7 organizational units led by a chair. These units shall be as follows:
 - 2.1 Business
 - 2.2 Communications (English and Moderns)
 - 2.3 Mathematics
 - 2.4 Science
 - 2.5 Student Services, Co-operative Education and Information Services
 - 2.6 Social Sciences (Geography, History and Family Studies)
 - 2.7 The Arts (Physical Education, Art, Music, Drama)
- .3 Each chair shall be paid an additional responsibility allowance equivalent to 6.7% of Cat IV maximum per annum.
- .4 A chair must have specialist certification in at least one subject area in the organizational unit.

- .5 Each chair shall be appointed for a term of 3 years. The term may be renewed at the request of the incumbent for a second 3 year term. At the completion of the second 3 year term the position shall be posted. Incumbents may apply for any posted position, and a successful applicant shall be deemed to be a new appointment. If a chair does not renew the term, the chair shall be retained in the school as a teacher subject to the redundancy process.
- .6 A system short list of chair by organizational units shall be created by the Board. This short list shall be renewed at least once every 36 months. The principal of a school shall select individuals from the short list. An individual may refuse an appointment, for less than a school year and remain on the short list.
- .7 Where, in the opinion of the Superintendent responsible for Secondary Staffing, no teacher qualified or suitable for appointment is available, the Board may appoint a less qualified teacher as Acting Chair, until such time as a fully qualified and suitable teacher for the position as Chair is available. If a qualified applicant is rejected as unsuitable, the Director of Education will, at the request of the applicant, state in writing the reason for rejection.
- .8 In the event a chair is required to be replaced during the school year, the Superintendent, in consultation with the EAT President, shall appoint an acting chair until the return of the chair or until the end of the semester whichever comes first.

ARTICLE 8

LEAVE OF ABSENCE

8:01 Leave of Absence, without loss of salary and without loss of sick leave credits, shall be granted to teachers by the Board, on application to the Principal for the following reasons.

.1 Leave on Compassionate Grounds

.1.1 Illness - Immediate family

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 (5) school days on any one occasion. When used herein, immediate family shall include only father, mother, husband, wife, son, daughter, legal guardian, sister, brother, father-in-law, mother-in-law.

.1.2 Bereavement - Immediate family

This covers an absence from duty of a teacher due to a bereavement in the teacher's

immediate family up to, but not exceeding five (5) school days on any one occasion. When used herein, immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, the first day to be within forty eight (48) hours of the day of the bereavement.

.1.3 Paternity

This covers absence from duty of a teacher during a school year of up to, but not exceeding two school days for the birth of his child in order to accompany his spouse during the birth. Should the teacher request compassionate leave in accordance with 8:01.1.1 at the time of the birth of his child, the total days of compassionate leave for paternity and illness in the immediate family will not be greater than five.

.1.4 Adoption

This covers absence from duty for a teacher for up to 5 school days at the time of adoption of a child. Only one adopting parent may claim this benefit if both parents are employed by the Board.

.2 Absence for Jury Duty and Witness

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

.3 Absence for Professional Development or In-service

All teacher absences from school for Professional Development or In-service Activities require the Principal's approval. This approval will be granted based on Board curriculum initiatives, Ministry initiatives and/or school identified needs.

8:02 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 Education - Human Resources for the following reasons:

.1 Attendance at a Family Funeral

This covers an absence from duty of a teacher for one (1) school day for attendance at the funeral of a member of the teacher's family not listed in 8:01.1.1 or 8:01.1.2, or a close friend, with permission of the Superintendent of Education - Human Resources. Written application

will be waived in this section.

.2 Leave to Write Examinations

Max. - Period of Exam + Travel

This covers an absence from duty of a teacher to permit him 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.

.3 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/or the Board for improving professional status.

.4 Leave to attend Conventions and Conferences

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

.5 Absence on Board Business

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

.6 Absence as a Member of Ministry Committee

A teacher may be absent from duty when required to attend sittings of a Government Ministry Committee, provided that the Board endorses the teacher's appointment to the respective Committee.

.7 Absence for Co-Curricular Activities

Consideration will be given to applications for Leaves of Absence for teachers who are involved in supervising co-curricular activities requiring an absence of more than one (1) school day.

.8 Absence for Federation Business

The Federation President or designate may be granted a leave in order to conduct Federation Business. The Federation will be invoiced for the cost of replacement which will be based upon the annual salary at minimum category 1, pro-rated according to release time. The

Federation President and/or the Chief Negotiator may be granted a leave of absence from a position of added responsibility for the term of office at no cost to the Board.

.9 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. "In some circumstances the Board may grant the leave at no cost to the Board."

8:03 At the discretion of the Board, a teacher may be absent from duty for a total of two (2) days during each year of this agreement, and at no cost to the Board. Such leave shall be reported to the Board.

8:04 Leave of Absence with loss of salary, but without loss of sick leave credits granted to teachers, on written application to the Superintendent of Education, Human Resources, for the following reasons:

- .1 Attendance at a family graduation;
- .2 Attendance at a family wedding;
- .3 Attendance at a family anniversary;
- .4 Attendance at a convention or conference as a non-Board delegate;
- .5 Personal or family business not specifically set out above.
- .6 Leave of Absence for the purpose of Parental/ Adoption Leave shall be in accordance with Bill 14 (An Act to Amend the Employment Standards Act). (See Schedule B)
- .7 Pregnancy Leave shall be provided in accordance with the provisions of Bill 14 (An Act to Amend the Employment Standards Act). (See Schedule B)
- .8 .1 Leave of Absence for teachers serving on Municipal Councils and other Elected Local Boards.

.2 A teacher who serves in an elected capacity may be allowed Leave of Absence from school duties on rare occasions.
- .9 Absence for a prolonged period and not otherwise covered under this section, or the Educational Deferred Salary or Cumulative Sick Leave Plans, may be granted by the Board, in which case the teacher's seniority and sick leave credits will be protected.

.10 A Teacher may be absent from duty for a reason not set out in this section but only when such leave is granted by the Board.

8:05 Leave of Absence with Recognized Agencies

In recognition of Canada's territorial and international commitments, the Board shall grant, at their discretion, Leaves of Absence to teachers accepted by agencies deemed acceptable to the Board.

8:06 Procedure for Obtaining Leave

- .1 Applications for a Leave of Absence shall be made to the Principal or Superintendent of Education - Human Resources as specified in the preceding clauses of Article E.
- .2 Where permission of the Superintendent of Education -Human Resources is required, the request should be discussed with the Principal, so that a temporary replacement, if required, can be made.
- .3 Applications to the Superintendent of Education - Staff 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.
- .4 All salary deductions resulting from the granting of a Leave under Clause 8:04 will be made on the teacher's cheque as soon as possible following the Leave.
- .5 Teachers on leave will be offered the opportunity to indicate their intention to return to duty the following year on the first school day of that year next following.

Once a teacher has indicated the intention to return, a request for an extension will be considered a new leave.

This statement will be signed by teachers granted Leave of Absence for an extended period under 8:04, 8:05 or 8:07.

Having been granted Leave of Absence by the Lakehead District School Board, I agree to inform the Board by March 1st that I shall be returning to duty on the first school day of that year. If I do not do so, I release the Board from any obligation to hold a position for me and this shall constitute a letter of resignation.

- .6 Refer to Article 12 for implications regarding seniority.

8:07 One Semester Leaves

The following Article applies to teachers holding positions of responsibility.

Teachers requesting leaves for one semester will be required to take a leave from their position of responsibility for the school year. At the request of the teacher, the teacher and the Board may mutually agree to restrict the leave from the position of responsibility to the semester of the leave.

ARTICLE 9

TRAINING

Preamble

The EAT OSSTF and the Board recognize the benefits that will accrue to the quality of education within the school system when experienced teachers are encouraged to update, improve, broaden, and share their educational experience.

9:01 Purposes

- .1 To grant teachers, who qualify under the terms of the plan, training opportunities consistent with system and school priorities.
- .2 To improve the expertise of the human resources within the system.

9:02 Types of Leave

- .1 The plan will support two types of projects: (Options)
 - .1.1 **Option A:**
 - individual study, research, and updating of a long-term nature; (minimum one semester, maximum two semesters) administered by a System Training Committee
 - 1.2 **Option B:**
 - individual study, attendance at a workshop or conference and/or,
 - school based training activities administered by the School Training Committee.
- .2 Approval of training leaves will be granted conditional on the Principal making necessary arrangements to meet the instructional program of the students. A decision not to approve a leave under this section for Option A shall be made only subsequent to consultation between the Principal and the EAT President.
- .3 .1 If a teacher is denied access to Option A in 9:02.2, funds allocated will be carried to the next contract year as an addition to the allocation for that year, and the individual

will have the opportunity to complete the original program as per 9:04.

- .3 .2 Unspent Option A funds can not be carried for more than one year. Any funds not used after one (1) year will be added to the following year's system allocation for distribution to school training accounts consistent with the principles of distribution in this Article.

9:03 **Eligibility Requirements: Option A**

The plan will be available to any staff member meeting the following conditions:

- .1 The teacher must be eligible for options in Article 12:07.
- .2 Normally, a teacher having participated in Option A will not be eligible to participate again until the terms and conditions of the original participation have been fulfilled.
- .3 A teacher who is not eligible for redundancy options in Article 12:07 may participate in Option A if, in the opinion of the Board such participation will benefit the system.

9:04 **Board Commitments**

- .1 In each school year, the Board shall allocate \$ 0 to a training fund for teachers.
- .2 The System Training Committee may grant a maximum of 1 FTE participation in Option A.
- .3 The funds used to finance Option A shall be subtracted from the amount in 9:04.1.
- .4 The costs identified in 9:04.3 shall be calculated using the average teacher salary and benefits for the year in which the teacher was participating in Option A.
- .5 The remaining funds shall be distributed to each school prorated to the teacher FTE in the school.
- .6 For the purpose of accessing funds under Option B, teachers not assigned to a school (eg. Secondments; Co-ordinators) will be assigned to the school at which the teacher was last placed. Teachers still not assigned will be assigned by lot.

For a teacher participating in Option A

- .7 The salary and benefits paid shall be 75% of the salary and 100% of the benefits that would be paid to the teacher if the teacher were not participating in Option A. This salary includes all responsibility allowances.

- .8 Pension deductions are to be continued as provided by the Teachers' Pension Plan.
- .9 A teacher shall be eligible, upon return to duty, for any salary adjustment which might accrue as a result of improved qualifications as well as any increment or any increase in salary and benefit that would have been received had the teacher not participated in Option A.
- .10 The accumulated sick leave credits of a teacher shall not be negatively affected as a consequence of participating in Option A.
- .11 On returning, the teacher shall be assigned to the same position (including position of responsibility if within the term of appointment) or, if due to declining or changing enrolment patterns, said position no longer exists, said teacher will be governed by Article 12.
- .12 The System Training Committee is responsible for establishing a process which would require the teacher to share the learning experience with the system upon completion of the leave. This process will be shared with the teacher, in general terms, before final approval of the leave.
- .13 The teacher and the Board will be required to enter into a contract, as appended.

For a teacher participating in Option B.

- .14 The teacher shall receive full salary and benefits.

9:05 Allocation of Funds to Schools

- .1 A tentative allocation of the funds will be made to each school prior to September 1.
- .2 A final allocation of the funds, will be made to each school prior to November 30.
- .3 Each school may carry forward into the next school year 20% of the previous year's allocation.
- .4 Any allocation of funds beyond that approved for carry over to the next year shall be redistributed to all schools using the same criteria as the original distribution in 9:05.1.

9:06 Training Committee(s)

The System Training Committee

- .1 The System Training Committee shall consist of:

Three (3) teachers appointed by the EAT Executive

Three (3) members appointed by the Board.

- .2 A teacher and a member of the committee appointed by the Board shall act alternately, on an annual basis, as Chair and Vice-Chair.
- .3 The EAT Executive and the Board may appoint alternates for the Committee members.
- .4 The committee will evaluate applications and identify successful participants in Option A based on the criteria established under Section 9:08.
- .5 The committee will review the proposals and request specific information in support of applications deemed to be insufficiently detailed. This request shall be made at least three (3) weeks prior to the date established for interviews.
- .6 Any application still deemed to be incomplete by the time of the interviews will be considered a non-application by the committee.
- .7 The committee shall interview all applicants.
- .8 The final selection shall be made by the Committee and any decision reached must be supported by at least four (4) members of the committee.
- .9 The approval or rejection of each application is the responsibility of the Committee.
- .10 Rejection of an application shall be accompanied by a written explanation from the Chair of the Committee.
- .11 The applicants will be advised of the Committee's decision on or before February 28.

9:07 The School Training Committee

Each school shall form a School Training Committee to administer the funds allocated to the school for Option B composed of the Principal and a maximum of 3 teachers.

- .1 The School Training Committee will create a School Training Plan prior to the end of September.
- .2 Expenditures under Option B must be consistent with the purposes set out in 9:01.1 and 9:01.2

9:08 **Selection Criteria for Option A**

- .1 To be eligible for consideration, the applicant must meet the qualifications established under Section 9:03.
- .2 The following criteria will be considered by the System Training Committee in its evaluation of applicants' proposals:
 - .2.1 The proposal seeks to meet one or more of the following needs:
 - a system identified need;
 - a school identified need;
 - .2.2 The value to be gained by the system from the teacher's proposal.
 - .2.3 The thoroughness of the application.
 - .2.4 The degree to which the candidate complies with requests for additional information by the Committee.
 - .2.5 In the case of proposals being equally acceptable, applicants who have previously not participated in Option A may be given priority

9:09 **Application Procedure and Format for Option A**

- .1 Applications shall be submitted to the Secretary, System Training Committee by December 31.
- .2 **Application Format**

The following information is to be included, in writing, in the initial application:

- .2.1 Name of Applicant
- .2.2 School
- .2.3 Home Address
- .2.4 Purpose
- .2.5 Number of semesters
- .2.6 Indication of criteria met

- .2.7 Evidence of professional acceptability
- Formal Study - a statement by the University or College that the applicant meets the entrance requirements.
 - Writing Proposal - commitment by a publisher or commitment by a recognized authority to serve as an editorial consultant
 - Research Proposal - statement by a recognized authority that the proposal has been reviewed and that the authority will sponsor it.
 - Commercial/Industrial Experience Project - statement by a recognized authority that the organization will sponsor the project.
 - Travel - a statement of outcomes expected to be useful to the system and/or school
- .2.8 An outline, detailed discussion and timetable of the program to be undertaken
- .2.9 A statement regarding compensation expected from outside sources.
- .2.10 Specific information regarding how the proposal will benefit the system and the school.
- .2.11 Specific information regarding the applicant's plan to share the benefits derived with others in the system.
- .2.12 Letters in support of the application may be submitted.

9:10 **Applicant's Commitments for Option A**

- .1 All applicants must meet individually with the System Training Committee to discuss their proposals and must provide any further information which the System Training Committee may require.
- .2 Subsequent to approval, any change in the proposal must be submitted, in writing, to the System Training Committee for evaluation, and if, in the opinion of the committee, the changes are not acceptable, the approval may be cancelled.
- .3 Earnings of the teacher while on Option A Leave may be augmented to the amount of 100% of salary, allowances, and benefits. Any earnings in excess of 100% earned during the term of Educational Leave are to be returned to the training fund for redistribution to the schools until the net amount of the funds provided to the applicant is nil.

- .4 A teacher participant agrees to return to the Board's service for a period of not less than four (4) years in the case of a 2 semester plan; two (2) years in the case of a 1 semester plan.
- .5 Should the teacher voluntarily leave the employ of the Board at an earlier date, the monies advanced by the Board shall be repaid to the training fund for redistribution to the schools on a pro-rata basis over a period of time not to exceed three (3) years. Any increase in salary resulting from a change in category while on Option A Leave shall be repaid, as above, on a pro-rata basis, if the teacher leaves the staff voluntarily prior to the end of three (3) years.
- .6 A teacher must, within twenty (20) school days of the return to service, submit copies of a written report to the Secretary of the System Training Committee.
- .7 The teacher accepts the responsibility for conducting follow-up activities as established during the approval process which allow the system to benefit from the teacher's training.

ARTICLE 10
CUMULATIVE SICK LEAVE

10:01 Sick Leave shall be as provided in accordance with the provisions of:

- .1 The Education Act, Section 260, July 1992 (3,4).
- .2 The Municipal Act. R.S.O. - 1970, Chapter 284, Section 352, paragraph 65 (b) and amendments thereto.

10:02 Objects of the Plan

- .1 To protect the secondary school 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.
- .2 .2.1 To provide secondary school teachers of the Board upon retirement with a gratuity in the manner as set out in clause 10:06 of this article.

.2.2 In the event of a teacher dying during employment with the Board, payments of a service gratuity shall be made by the Board to the personal representative of the estate of the teacher.

10:03 Absence Due to Illness or Injury

All teachers of the Board shall be permitted to be absent from their duties on account of illness or injury only, for a total of twenty school days in a School Year without any deduction in salary. Teachers' absence shall be covered by supply teachers at the Principal's discretion.

10:04 Absences Charged to Cumulative Sick Leave Credits

.1 Personal Illness

- .1.1 Subject to sufficient Sick Leave Credits being available, a teacher who has used the current year's sick leave, by virtue of absence due to illness, may draw on accumulated sick leave days, with pay, until the teacher's credit is exhausted.
- .1.2 A teacher covered under the Board's Long Term Disability Plan shall draw on sick leave days to a maximum of 120 on any one occasion, at which time the teacher must utilize the Long Term Disability Benefits. Any balance of sick leave credits may be integrated with Long Term Disability Benefits to the maximum allowable level, or may be retained in the teacher's sick leave bank.

.2 Absence Covered by Workmen's Compensation

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 Worker's Compensation Board:

- .2.1 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;
- .2.2 there shall be no deduction from Sick Leave Credits for payment made by the Worker's Compensation Board, but such absence from duty shall result in deductions from credits calculated as follows:
 - .2.2.1 Calculate the daily basic salary of the injured teacher and the daily award of the Worker's Compensation Board;
 - .2.2.2 Express the difference between the full daily basic salary and the Worker's Compensation Board's daily award as a percentage (to 2 decimal points) of the full daily basic salary.
 - .2.2.3 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.

- .2.3 No teacher can receive more than 100% of annual income from the WCB award combined with sick leave adjustments as defined in this Collective Agreement. Should the Board receive monies from WCB 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 WCB claim.

10:05 Verification of Absence Due to Illness or Injury

The Board reserves the right to request certification of an absence due to illness or injury.

10:06 Service Gratuity

- .1 Wherever used herein, "Retirement" means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension under The Teachers' Pension Act 1989.
- .2 Upon retirement, each teacher, as defined in Article 2, 2:01.2, shall be granted a gratuity 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.

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 Board of Education 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 a position with the same Board or another constituent Board within The Lakehead School Division. Years served are pro-rated according to time worked.
- S - Teacher's salary at time of retirement. For staff who worked less than full-time, salary is pro-rated according to contractual status. If a teacher is on leave under the terms of the Deferred Salary Leave, in the year prior to retirement, S is defined as

monies deferred plus interest accrued. In no case shall S be greater than the salary the teacher would have received had the teacher not been enrolled in the plan. A teacher participating in ERIP Plan B shall not be adversely affected with respect to service gratuity.

DR - Days credit to a maximum of 200 days in the Sick Leave Reserve at time of retirement.

- .3 For staff receiving benefits under the terms of the Long Term Disability Plan, at the time of retirement, the formula specified in 10:06.1 above will be interpreted as follows:

NY - will include years on LTD

S - salary paid by the Board at time of retirement plus LTD benefits at time of retirement OR the salary used to calculate the LTD benefit whichever is greater.

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

- .4 The service gratuity 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

One (1) lump sum payment 30 days after leaving the employ of the Board or the first January 1st occurring after leaving the employment of the Board.

OPTION 2

Two (2) equal payments

Payment 1 - as in option 1

Payment 2 - 12 months after payment 1

OPTION 3

Three (3) equal payments

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.

- .5 In the event of the death of a teacher, any gratuity accrued but unpaid, shall be paid to the estate of the deceased teacher.
- .6 For the purposes of calculating a service gratuity, any teacher who becomes sick or disabled in the last five (5) years of employment with the Board prior to retirement as defined in 10:06.1, will have accumulated sick leave reinstated by the addition of the sick leave credits used up to a maximum of up to 120 days in any one occasion.

10:07 Operation of the Plan

- .1 The Board's Superintendent of Business shall continue to use a Sick Leave Ledger in which sick leave credits shall be entered as follows:

On August 31, 1976, and annually thereafter, any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each teacher.

- .2 Sick leave credits shall not accumulate beyond a maximum of 200 days at any time.
- .3 The regular twenty (20) school days, allowed for absence in each year, due to illness, must be used up before the teacher can use or call upon the days credited in the teacher's cumulative reserve.
- .4 A teacher joining the Board staff during the year shall be given current sick leave credits on the basis of two (2) days for each month's employment.
- .5 Sick leave credits accruing to an teacher transferring to the Board's staff from another employer, shall be credited to that teacher in accordance with the provisions of the Municipal Act R.S.O. -1970, Chapter 284, section 352, paragraph 65 (b) and amendments thereto.

10:08 Office Records

The Sick Leave Ledger to be kept by the Superintendent of Human Resources, and referred to in Article 7, may be examined by a teacher, as it concerns the teacher's own account, once a year during the month of September. A statement shall be sent out at the beginning of each school year by the Superintendent of Human Resources 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.

- 10:09 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 Unemployment Insurance Commission Act, to qualify for premium reduction.

10:10 .1 WCB/LTD Absences

A teacher who is absent from work in a full contractual position and is claiming WCB or LTD benefits shall retain a position in the school until the second placement process subsequent to the initial date of absence.

.2 Modified Work Plans

The Board and the Federation recognize the benefit of enabling a disabled teacher to return to suitable work as early as the teacher is willing and able.

For the purposes of this Article, "disabled teacher" is defined as an teacher who is unable to perform the full work requirements of the regular position.

Accordingly, the Board and Federation have developed this "Modified Work Plan" protocol to facilitate the return to work of the teacher by making reasonable accommodations that fairly balance the needs and the requirements of the disabled teacher, the Federation members and the Board.

For each disabled teacher who is able to perform work, the Board in consultation with the Federation and the teacher, shall cooperatively develop a "Modified Work Plan". The Plan will consider the employment needs and abilities of the disabled teacher, the workplace needs of the system and the interests of the Federation. A Work Plan shall establish an implementation date and a termination date.

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 both the teacher's position and/or to other positions. With due regard to seniority, a reserved vacancy may also be considered to facilitate the teacher's return to full teaching status.

Any position modified, reserved and/or created under this provision shall be treated as non-permanent and no teacher shall have the rate of pay reduced nor the fundamental quality of the normal position permanently eroded. For the purpose of administering other provisions of the collective agreement, any position that is modified under this provision shall be treated in the same manner as if it were a regular position.

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

- .3 The EAT Unit president shall be notified by the Board within seven (7) calendar days of the employer being notified of any changes in employment status of any member. The EAT Unit president shall also be informed of any LTD applications, LTD acceptances, LTD terminations, entry to a modified work program, exit from a modified work program and any use of sick leave credits beyond eighty (80) days on any one occasion.
- .4 Teachers who are on LTD or WCB shall access sick day allocations identified in Article 10:03 only for the years in which they are at work.

Teachers on modified work shall access the sick leave in 10:03 prorated to the maximum fraction of a day worked during the school year.

ARTICLE 11
TRANSFER FROM SECONDARY PANEL
TO ELEMENTARY PANEL

11:01 Procedure

- .1 A teacher in the secondary panel who wishes to transfer to the elementary panel must apply and be hired to fill a vacant position in the elementary panel.
- .2 Transfers between panels are for a period of one school year or less.
- .3 The transfer may be extended by repeating the process outlined in 11:01.1 above, or by obtaining an assignment via the elementary school placement process.

11:02 Conditions

- .1 During the term of the transfer, the teacher will be considered to be on a leave of absence from the secondary panel in accordance with Article 8 and will retain a position on the secondary seniority list in accordance with Article 12.
- .2 As a transferee to the elementary panel, the teacher will be governed by the terms of the Elementary Teachers' Collective Agreement.
- .3 A teacher who transfers from the elementary panel to the secondary panel under the principles of this Article will be placed on the appropriate secondary teachers' seniority list.

11:03 Guarantee to Elementary Transferee

- .1 A teacher who has transferred from the elementary panel, according to the principles identified in Articles 11:01 and 11:02, after five (5) consecutive years of employment in the secondary panel and who is hired or placed for a sixth year in accordance with the principle of Article 11:01.1 will transfer all system seniority to the secondary panel and will be placed on the secondary teachers' seniority list.

ARTICLE 12
REDUNDANCY

SENIORITY LIST AND REDUNDANCY

12:01 SENIORITY

.1 The seniority list shall be developed by the Board in conjunction with the EAT Unit through the Committee on Redundancy, with a copy retained by each party. The seniority list shall be revised from time to time as required by the Committee on Redundancy and on December 1 and April 1 each year.

.2 For purposes of implementing the provisions of this clause, a Committee on Redundancy shall be formed consisting of six members comprised of three secondary school teachers appointed by the EAT Executive and three Board representatives appointed by the Board. The Committee shall elect its own chair annually and its purpose is to make recommendations to, and in consequence thereof, extend options to any teachers within the secondary school panel who may from time to time be declared redundant to the needs of the Board within the secondary school system in the manner hereinafter provided; and for the purposes aforesaid the Committee may engage in research related to future staff requirements and suggest specialized assignments for personnel, and shall also recommend the dates for the new contract for Article 12. The Committee shall have the responsibility of designating any teacher to be declared surplus, displaced and redundant under this Article.

.3 The Committee on Redundancy shall keep a file of all its decisions.

12:02 Seniority shall mean and be established as follows:

.1 The seniority of teachers with the Board is determined by the total number of years served consecutively with this Board, or its predecessors, by a certified teacher or a teacher holding a recognized letter of standing.

.2 A teacher employed on a letter of permission who becomes certified and is in continuous employment with the Board shall receive retroactive seniority to the date of hire.

.3 The seniority list shall consist of the names of teachers identified in 12.02.1 and 12.02.2 in decreasing order of years of recognized continuous employment with the Board or its predecessors.

.4 "Recognized continuous employment" for the purpose of this article shall include time spent while on leave of absence granted by the Board; leave due to prolonged illness, long term disability, or educational leave.

.5 Where teachers have the same length of employment with the Board as defined above, the order on the list shall be decided upon the basis of total certified teaching experience in

Ontario.

- .6 Where teachers have the same seniority as defined in 12:02.4 and 12:02.5 above, the order of seniority shall be decided by the Committee on Redundancy no later than November 30 and April 1 on the basis of lot.
- .7 All teachers hired shall be placed on the seniority list:
 - .7.1 for teachers hired prior to September 1, in an order decided upon by date and time of the completion of the letter by the Board acknowledging in writing the acceptance of the teacher to the teaching staff, or
 - .7.2 for teachers hired after September 1, in an order determined by the date of commencement of employment. Should two or more teachers have the same date of commencement of employment, the order on the list shall be determined by the date of the completion of the letter, by the Board, acknowledging the acceptance of the teacher to the teaching staff, or
 - .7.3 according to the commencement date for the replacement of a teacher whose absence is known to bridge two (2) school years. The replacement teacher shall remain in the assignment until the absent teacher returns or the school year ends, which ever occurs first, and shall be placed on recall and have all the rights thereof.
- .8 For leaves incorporating the full contractual status of a teacher, seniority will cease to accumulate:
 - .8.1 after four years of consecutive leave for political office;
 - .8.2 after five years of consecutive leave for Federation business;
 - .8.3 after five years of consecutive leave in a teaching assignment with recognized agencies approved by the Board.
 - .8.4 after three years of consecutive leave for any other reason.
 - .8.5 immediately, to a maximum of one (1) year when absent from the bargaining unit to accept a probationary appointment as a Principal, Vice Principal, Superintendent or other supervisory official. By mutual consent of the Federation and the Board, the leave may be extended by one year.
 - .8.6 immediately, to a maximum of two (2) years when absent from the bargaining unit to

accept a temporary appointment as a Superintendent, Principal, Vice Principal or other supervisory official. By mutual consent of the Federation and the Board, the leave may be extended by one year.

Prior to the posting of a vacancy as mentioned in 12:02.8.5 and .8.6, the EAT Executive will be consulted to determine whether or not the seniority provisions apply.

.9 Return from Leave

.9.1 Leave Outside the Bargaining Unit

.9.1.1 If the leave is for one year or less the teacher shall return to the original school.
(in the same position of added responsibility, if any).

.9.1.2 If the leave is for more than one year the teacher shall be reassigned a position, including any of added responsibility, in accordance with Article 12.

.9.1.3 If the leave is for more than two years a teacher holding a position of added responsibility shall lose the position of added responsibility and be reassigned a position in accordance with Article 12.

.9.2 Leave Within the Bargaining Unit

A leave within the system, e.g. staff who have been seconded or appointed (ie. Coordinators, Federation Officers). These teachers remain a member of the bargaining unit.

.9.2.1 If the leave is for one year or less the teacher shall return to the original school in the same position (including a position of added responsibility if any).

.9.2.2 If the leave is for more than one year the teacher shall be reassigned a position, including any of added responsibility, in accordance with Article 12

.9.2.3 At the end of a single term, the Federation President shall return to the original school.

12:03 .1 Definitions

REDUNDANCY PROCESS - refers to procedures followed in Article 12 dealing with placement of staff.

SURPLUS - “surplus to school” occurs when there is no available position the following September in the school to which the teacher is assigned or if the teacher opts for self-declaration.

- surplus to system” occurs when a position is declared open in order to facilitate placement of more senior teachers with similar qualifications and experience who are declared surplus in other schools.

QUALIFIED (QUALIFICATIONS)

- a teacher is qualified if the teacher:
- possesses an OTC and
- a QRC with appropriate entries according to regulation or,
- an appropriate academic background in the judgment of the Superintendent of Human Resources and/or,
- an appropriate prior successful teaching experience in the judgment of the Superintendent of Human Resources.

RECALL - occurs when a teacher’s contractual status is not fulfilled during the placement process and the teacher’s name is then placed on a list by seniority. The qualified teacher will be offered any suitable positions as they become available (recalled).

REDUNDANT - a teacher is declared “redundant” if there is no position available on or before the third Thursday in June.

.2 Redundancy Process

.2.1 The dates in this article are guidelines only. Each year the Committee on Redundancy shall be responsible for establishing the specific dates which govern the process and shall notify each school well in advance of the commencement of the redundancy process.

.2.2 By the last Monday in March, the Principal shall use the projected enrolment figures for the next school year to generate the number of full-time equivalent teachers for the school.

.2.3 By April 11, the Principal shall organize the school in accordance with seniority and qualifications as defined below, (save and except positions of responsibility) utilizing the full-time equivalent complement above and based on the staffing needs determined by the school program.

- .1 A teacher will not be assigned or be entitled to a position for which the teacher is not qualified.
- .2 A teacher may, as a consequence of the school organization above, elect to declare himself or herself surplus to the school. A teacher who elects self-declaration of surplus may only return to a position in the original school with the approval of the Superintendent of Human Resources.
- .3 The Principal shall notify teachers whose tentative assignment will require qualifications different than those required for the present assignment.
 - .3.1 Prior to hiring any teachers not presently contracted, an internal advertisement inviting teachers presently on staff to apply for increased contractual status will be posted in the system. A short list of suitable teachers wishing to increase their contractual status will be created to fill vacant positions existing after the provisions of Article 12 have been satisfied.
 - .3.2 Any placement of teachers from this short list shall be subject to the principles of Article 12. Teachers placed on the short list shall retain their status for a period of two (2) school years.
 - .3.3 To facilitate hiring of new staff not presently on contract the Board shall create, at least once annually, a short list of suitable teachers for employment. These teachers shall not be placed until after the redundancy provisions of Article 12 are satisfied. Placement shall be by the Superintendent of Human Resources.
 - .3.4 When candidates on both lists are rated in the same category by the Board, preference shall be given to the internal candidate.
 - .3.5 In circumstances where no suitable teacher remains on either short list, the Board may exercise its right to post for individual positions.

12:04 SURPLUS DECLARATION

By April 16, the Principal shall declare which teachers are surplus to the needs of the school in accordance with the following parameters:

- .1 The number of least senior teachers in the school, including the teachers on leave

returning to the school, needed to total the projected FTE teachers in 12.03.2.2.2 shall be declared surplus to the school. A teacher cannot be declared surplus for less than the total position in the school.

- .2 To be placed in a position of chair effective September 1, a teacher must have sufficient seniority as of the preceding June 30 to retain a full time teaching assignment.
- .3 To be placed in a position of chair effective other than September 1, a teacher must have a full time position as a teacher.
- .4 Once placed as a chair the teacher is exempt from surplus declaration for the term of appointment, up to 6 years.

.5 Bypass

.5.1 The least senior teacher may be by-passed as the teacher declared surplus after the Principal has:

.5.1.1 Determined the programs to be offered in the school.

.5.1.2 Examined the qualifications of the teachers in the school

.5.1.3 Ascertained that the school cannot reasonably be reorganized to incorporate the teaching assignment of the least senior teacher.

.5.2 If the Principal by-passes the least senior teacher, the next least senior teacher must be declared surplus as provided for in 12:04 above until the surplus teacher is identified.

.6 Before April 16, the Principal shall inform, in writing, the following individuals of the names of the teachers declared surplus to the school, and the names of the teachers by-passed: The Superintendent of Human Resources.

EAT Unit President.

Each teacher concerned in the presence of the Branch President.

.7 .1 By April 16, the Principal shall provide, in writing, an explanation of all by-passes, a tentative school organization, and a description of all vacant positions to the Superintendent of Human Resources and the EAT Unit President.

- .2 Where the Principal has ascertained that it is difficult to deliver a coherent program due to fragmentation of staffing assignments, a principal may designate, with the agreement of the Redundancy Committee, up to a full time position, at least 4 periods of which are in one discipline, that must remain intact until the conclusion of the placement meeting in 12:05.5. Principals may use 12:04.1 to create the available periods.
- .3 A teacher declared surplus as a consequence of this designation, may appeal the designation to the By-Pass Committee identified in 12:04.8
- .4 If, at the conclusion of the placement meeting identified in 12:05 the position has not been filled, the periods comprising the position shall be offered in order of seniority based on qualifications to teachers who have not been placed according to their contractual status
- .5 The provisions of this clause shall be subject to 12:05.5.

.8 Bypass Committee

- .8.1 A Bypass Committee comprised of the Superintendent of Human Resources, a Principal or Vice-Principal appointed by the Board, the EAT Grievance Officer and the EAT Unit President shall meet to adjudicate all requests. This committee shall meet within three school days from the date of notification of surplus staff.
- .8.2 A teacher declared surplus to a school's needs caused by a by-pass may request, in writing no later than 2 days after notification in 12:04.6, to the Superintendent of Human Resources, an opportunity to discuss the by-pass decision.

The decision of the committee is binding on all parties and shall not be the subject of a grievance.

- .9 On or before May 4, 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.
- .10 If, in the opinion of the Committee on 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 teacher(s) in the system surplus in order to provide a position for each senior surplus teacher. The teacher will be informed in writing by the Committee.

- .11 One year positions are not to be considered during the above process.
- .12 Preference will be given to the transfer back to school "A" of the teacher transferred from school "A" to school "B" by reason of surplus at school "A" should a position become available at school "A" for which such teacher is qualified. This article shall not apply to positions that are created in 12:04.10.
- .13 Positions which are created by the Committee on Redundancy plus vacant positions shall be posted within the system for 5 days. Surplus teachers shall be provided with a copy of the posting.
 - 13.1 **Surplus Teachers** Following receipt of all vacant positions each surplus teacher, including those who have self-declared under Article 12:03.2.3.2, must complete the required form.
 - 13.2 After the initial posting of positions described above, only positions of responsibility and positions for which no surplus or redundant teacher is qualified will be posted until the redundancy process has been completed.
- .14 Teachers who are surplus shall be invited to attend the placement meeting referred to in clause 12:05 below, in order that they may be consulted regarding their preferences during the process of assignment. There shall be no cost to the Board for the attendance of teachers invited to attend this meeting.

12:05 **Placement Meeting**

- .1 On or before the first Thursday of June, the Superintendent of Human Resources or designate, the Principals and the Committee on Redundancy shall fill all vacancies. This process shall be accomplished by assigning, on a seniority basis, qualified surplus teachers.
- .2 The placement process in this article may not be used to increase contractual status.
- .3 If a teacher on the surplus list unjustifiably refuses a position for which the teacher is

qualified, as determined by the Committee on Redundancy, the Board shall have no further obligation to employ the teacher.

- .4 The Chair of the Committee on Redundancy shall first inform the teacher of the consequences of refusal to accept any such vacancy.
- .5 During the placement meeting, if it is not possible to accommodate all senior surplus teachers in accordance with the principles of this process, the Committee on Redundancy, having considered qualifications and teaching assignment, shall assign the senior surplus teacher(s) to replace the least senior teacher(s) in the system.
- .6 On or before the third Thursday in June, the Committee on Redundancy shall declare those teachers not placed by way of clause 12:05.5 redundant to the secondary school system.

12:06 **Recall**

- .1 A redundant teacher will be placed on a recall list for a time equal to the teacher's total seniority .
- .2 A teacher retains seniority while on the recall list.
- .3 Qualified teachers on the recall list will be considered in order of seniority for positions which became available during the school year.
- .4 A teacher declared surplus has the responsibility to ensure that the Federation President and the Superintendent of Human Resources have an accurate record of their current address and telephone number during the complete time that the teacher is identified as surplus or remains on the recall list.
 - .4.1 Should the Board be unable to contact a teacher on recall by telephone the Board shall notify the EAT Unit President. If after a further 48 hours the surplus teacher still has not been contacted, the Board shall bypass the recall rights of the teacher.
 - .4.2 A surplus teacher bypassed shall be notified of the circumstances of the bypass and the contents of this Article by registered mail.
 - .4.3 A surplus teacher who is bypassed a second time in the same school year shall lose all recall and seniority rights.

- .4.4 If after 90 days the teacher has not responded to indicate the desire to remain on recall, the teacher shall lose all recall and seniority rights.
- .5 Should a qualified teacher refuse an assignment, the teacher shall lose all recall and seniority rights.

12:07 **Eligibility for Redundancy Options**

- .1 A teacher is eligible for redundancy options in 12.07 equal to the teacher's contractual status when the teacher is placed above the line identified in clause 12.07.2 on the seniority list.
- .2 The Committee on Redundancy shall establish the line no later than February 28 each school year by placing the line immediately below the least senior teacher for which the total FTE on the seniority list above and including this teacher and the chairs equals the FTE of all teachers employed in the secondary system on February 28.
- .3 .1 A teacher who was eligible for redundancy options in accordance with clause 12:07 and then becomes ineligible for those redundancy options by the calculations in 12:07.1 and 12:07.2 above, shall be subject to the following terms and conditions:
 - .2 If the teacher is still employed by the Board during the first year of ineligibility for options, this year shall count as the first year of the two year option as described in clause 12:08.
 - .3 If the teacher is still employed by the Board during the second consecutive year of ineligibility for options, this year shall count as the final year of the two year option as described in clause 12:08.

12:08 **Redundancy Options**

The Committee On Redundancy shall consider the case of each redundant teacher on its individual merits and on or before June 30, the Committee, after interviewing each such teacher, will extend to each redundant teacher the following options.

- .1 The teacher shall select one of the following options:
 - .1.1 Permanent Supply

.1.1.1 That the teacher be placed on permanent supply.

.1.1.2 In the event that no vacancy for which the teacher is qualified exists at the end of the two year period from the date when such teacher was declared redundant under 12:05.6, the teacher shall be terminated.

.1.1.3 Any qualified teacher placed on permanent supply shall remain on the recall list.

.1.1.4 If any qualified teacher placed on permanent supply unjustifiably refuses a teaching position, the teacher shall be terminated. The Chair of the Committee on Redundancy will first inform the teacher of the consequence of the refusal to accept any such vacancy.

.1.1.5 A qualified teacher on permanent supply may leave the redundancy pool and become a full-time teacher by being assigned by the Redundancy Committee to teach the equivalent number of full credit courses as a full-time teacher in Day School through any combination of Day, Night, and Summer School credit courses.

.1.2 Severance

The redundant teacher be paid a severance allowance of 30% of gross current salary, or

1.3 Leave of Absence

The redundant teacher be granted a leave of absence of up to two years. Should no vacancy for which the teacher is qualified exist at the end of the leave of absence, a severance allowance of 30% of the gross salary at the time of commencement of the leave of absence be paid to the redundant teacher or,

.2 Teachers may only select the following options if they receive the agreement of the Committee on Redundancy.

.2.1 Retraining

.2.1.1 A redundant teacher may be granted a leave for the purpose of retraining

in a specified area as recommended by Committee on Redundancy and approved by the Board.

.2.1.2 In the event that no vacancy for which the teacher qualified exists at the end of the retraining leave, such teacher shall be placed on permanent supply for a period of up to two (2) years, after which, should no position be available for which such teacher is qualified, the contract of such teacher shall be terminated by the Board, and the teacher shall not be responsible for repayment of monies advanced by the Board during the period of retraining leave; or

.2.2 Other

Any other arrangement mutually agreeable to the Committee of Redundancy and the teacher.

12:09 Partial Redundancy

The Board is obligated to teachers partially included in the redundancy pool in the third year after such teachers are initially declared redundant only for that portion of their time that has been assigned by the Redundancy Committee to teaching credit and/or non-credit courses.

12:10 Refusal to Select Option

If any redundant teacher refuses to select any of the options available in 12:08, the teacher shall lose all recall and seniority rights.

12:11 Placement Within the System

A teacher who returns from a leave of absence requiring placement within the system, shall be placed as a surplus teacher.

12.12 Chairs

For the purposes of this Article, Program Managers will be treated as Chairs.

.1 Chairs who are displaced due to redundancy shall be placed in the position of the least senior chair in the system in the same organizational unit. Seniority of chairs shall be established based upon the date of appointment in the position of chair and the principles of seniority in Article 12.

- .2 Notwithstanding other provisions of this collective agreement, chairs who lose a position due to redundancy shall retain recall rights to the same position in any other school during the term of the individual's appointment.

12:13 Classroom Teachers

- .1 In the year of school closure the affected teachers from the closing school will be assigned positions in accordance with the terms of Article 12. The Committee on Redundancy will consider stated subject preferences from the above teachers in declaration of surplus.
- .2 In the year(s) of school closure the following principles, in relation to staffing, shall be considered by the Superintendents of Schools.
 - .2.1 The maintenance of positions of added responsibility or their equivalent at the school to be closed.
 - .2.2 The allocation of additional staff in the school to be closed to maintain a viable level of service.
 - .2.3 The Board, in consultation with the EAT president, may exercise its rights of administrative transfers of teachers when viable and unique programs are being maintained.

12:14 Transfers

- .1 Teachers who wish to be considered for a voluntary administrative transfer during the school year, must complete the Voluntary Transfer Form and forward it to the Superintendent of Human Resources before September 30. Transfers under this clause will only be made before March 30; teachers wishing to transfer after March 30 must act in accordance with Article 12:03.2.3.2 (self-declaration). Transfers arranged under this clause will be made following final consultation with the teacher.
- .2 The Board reserves the right to transfer teachers in order to meet special program needs. Non-voluntary administrative transfers will only be made following consultation with the Federation President and the teacher(s) involved.

ARTICLE 13
NIGHT SCHOOL

- 13:01 A teacher may fulfil contractual requirements with the Board by accepting any combination of Day School, Night School or Summer School credit courses.
- 13:02 A certified teacher on contract with the Board who, in addition to a contractual Day School assignment, teaches a credit course program at Night School, shall be paid ten percent (10%) of the appropriate grid position (which includes vacation pay), for each credit course taught.
- 13:03 The Board may appoint in accordance to the same procedure as in Article 4:04.3.1, a teacher as an administrative assistant to Night School to perform counseling and/or administrative duties prorated to two (2) hours per week/semester more than the hours per week/semester equaling one (1) credit course.
- 13:04 The above clauses will pertain to Summer School whenever the Board decides to run Summer School.

ARTICLE 14

GRIEVANCE - ARBITRATION PROCEDURE

14:01 Definitions

A grievance shall be defined as any question or dispute involving interpretation, application or alleged violation of any term, provision or condition of this Collective Agreement. The question of whether a matter is arbitrable may be processed under the grievance procedure and be submitted to arbitration.

The reference to days shall exclude Christmas break, mid-winter break, statutory holidays and weekends.

14:02 No complaint will be considered unless initiated within 60 days from the time the complainant should reasonably have become aware of the issue.

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

14:03 The Teacher/the EAT Executive who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five days,

the Teacher/the EAT Executive may lodge a grievance as provided herein.

Grievance Steps

14:04 Step 1

A teacher or group of teachers desiring to submit a grievance shall refer the matter in writing to the local EAT Executive. The EAT Executive shall make a decision within 10 days concerning its support of the grievance.

14:05 Step 2

When the EAT Executive supports the Teacher, it shall take the matter, forthwith, to the Superintendent of Human Resources or designate who shall make a ruling within five days after receiving written notice from the local EAT Executive.

14:06 Step 3

When the written ruling from the Superintendent of Human Resources or designate, fails to redress the grievance to the satisfaction of the local EAT Executive, the matter shall be referred to the Committee of Review within five days from receiving the written ruling from the Superintendent of Human Resources.

14:07 Step 4 - Committee of Review

- .1 The Committee of Review shall be constituted annually in September and be composed of two teachers selected by the Local Federation, and two representatives of the Board. Both parties may call witnesses at their discretion.
- .2 The Board maintains the right to institute a Policy Grievance at this step.
- .3 If after 15 days from the date of receipt of the grievance, the Committee of Review fails to resolve the matter to the satisfaction of both parties, either party may submit the grievance to arbitration within a further 15 days.

14:08 Step 5 - Arbitration

- .1 The parties recognize that in some circumstances alternate processes may be in the best interests of both parties. Accordingly the following processes are available with the written consent of both parties.

.1.1 Expedited Arbitration

A single arbitrator may be used at any time. If the parties are unable to agree on the choice of a single arbitrator, one will be appointed by the Labour Relations Board. The arbitrator will be governed by Article 14:08.3.7.

.1.2 Alternate Processes

A Grievance mediation officer, as appointed by the Labour Relations Board, may be accessed in any point in the process. Related costs for this service shall be borne equally by the parties. The role of the Grievance mediation officer is to attempt to achieve resolution to the grievance on a “without prejudice” basis; or

An outside third party, agreeable to both the Federation and the Board, may be accessed at any point in the process. Related costs for this service shall be borne equally by the parties. The role of the third party is to attempt to achieve resolution to the grievance on a “without prejudice” basis.

.2 Failing 14:08.1, the Parties recognize that each Party may elect to be represented by counsel during the arbitration procedure.

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

.3.1 .1 Either the Board or the local EAT Executive may, after exhausting the grievance procedure established by this agreement, notify the other Party, in writing, of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board.

.2The Party receiving the notice shall appoint its nominee within five (5) days.

.3.2 In making their appointments to the Arbitration Board, both Parties shall be guided by the following provisions:

That no person 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 months immediately preceding the date of appointment, acted as a 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.

.3.3 The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the Chair.

.3.4 If the recipient of the notice fails to appoint an arbitrator within the time so limited, the appointment shall be made by the Labour Relations Board subject to the limitation imposed by the preceding Clause .2.3 or, if the two appointees fail to agree upon a Chair within time so limited, the Chair shall be appointed by the Labour Relations Board subject to the limitation imposed by preceding Clause.2.3.

.3.5 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties without right to appeal by the local EAT Executive or the Board. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.

.3.6 Each Party shall pay for the expense of its nominee to the Arbitration Board and one-half the cost of the Chair.

.3.7 The Arbitration Board shall have the authority only to settle disputes under the terms of this agreement, and will only interpret and apply this agreement to the facts of the particular grievance involved.

The Arbitration Board shall have the authority to fashion an equitable remedy only where a violation of the collective agreement has been found. The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this collective agreement, nor to give any decision inconsistent with it.

.3.8 Unless mutually agreed otherwise by both Parties, the place of hearing shall be in the City of Thunder Bay.

14:09 Just Cause

No teacher on contract with the Board shall, without just cause given in writing, be:

.1 discharged

- .2 assessed a loss in salary and/or benefits
- .3 transferred administratively causing unreasonable personal hardship
- .4 placed under formal review through documentation process
- .5 demoted.

The provisions of this Article shall not apply to:

- .6 discharge or transfer as a consequence of the normal redundancy process as per Article 12 .
- .7 term appointments exclusive of the normal redundancy process as per Article 12
- .8 administrative transfers/placements of teachers holding positions of added responsibilities
- .9 discharge of probationary teachers. These probationary teachers shall have access to the grievance procedure with the exception of arbitration as defined in Article 14. The Board and the Federation may mutually agree to refer the matter to arbitration.

ARTICLE 15

TEACHER-BOARD COMMITTEES

- 15:01 Any member of the Thunder Bay OSSTF who is asked to serve on any Teacher-Board Committee and who accepts must have the approval of the President before standing as a member of any committee. Such approval shall be given within five school days.
- 15:02 If meetings of any Teacher-Board Committees are called by the Board during the school day, the Principal shall make reasonable arrangements to cover classes, which shall include the calling of supply teachers where the time involved is ½ day or more.
- 15:03 .1 To facilitate a fruitful exchange of ideas between the Board and the secondary school teachers, an Education Committee shall be maintained.

This Joint Committee shall meet on mutually agreeable dates at the request of either party.

This Joint Committee shall consist of an equal number of Teachers as appointed by the local Federation and of Board representatives to a maximum total number of eight (8).

This Joint Committee shall concern itself with the following:

- .1.1 Conditions of work for quality teaching, e.g.
 - Maximum number of students per classroom;
 - Teacher's assistants;
 - The number of non-teaching periods per week;
 - Adequate secretarial assistance;
 - Pupil/Teacher ratio;
 - Offices and storage space;
 - Improved communications with the Board Office, etc.
- .1.2 Consultations with teachers with regard to new school buildings, extensions to existing buildings, and renovations to them.
- .1.3 In-service Teacher Training.
- .1.4 Implementations of new teaching techniques.
- .1.5 Any other matter of any other nature designed to improve the teaching-learning situation in the Secondary School system.

15:04 The Teacher-Board Education Committee shall appoint a sub-committee on staff allocation comprised of equal representation of the Local Federation members and the Board.

ARTICLE 16

TEACHER EVALUATION

16:01 The Board agrees to continue its practice for teacher evaluation as delineated in its policy statement appended to this collective agreement. The Board further agrees to consult and involve Federation representatives in any changes the Board makes to the policy document. The policy statement as appended is not a part of the collective agreement and is not grievable.

16:02 When the Principal, Vice-Principal or Superintendent keeps a copy of a performance review for specific follow-up purposes as per the practice, the teacher will be notified in writing that the copy has been retained and the purposes for which it is being retained. This copy will be returned to the teacher when the follow-up activities are completed.

16:03 When the Board initiates documentation for competence of a teacher, that teacher will be notified in writing immediately. No review for competence will continue for more than two calendar years, excluding any leaves, from the date of commencement of the documentation process. A teacher found to be competent at the end of this process shall have the teacher's personnel file purged of the documentation materials five calendar years after the documentation is signed off, if no subsequent documentation is initiated by the Board.

16:04 A teacher, or designate, shall have access during normal business hours to all of the teacher's data maintained on file by the Board or any agent of the Board. The teacher, or designate, shall have the right to make copies of any material contained in such files.

16:05 If the teacher disputes the accuracy or completeness of any materials in the teacher's personnel file, the teacher may appeal to the Superintendent of Human Resources to have it removed. Should the Superintendent decide to retain the information in the file, the teacher shall have the right to add a written statement to the file disputing the information in question.

16:06 Written performance reviews carried out by Chairs will be only for the purpose of professional growth of the teacher being reviewed. These performance reviews shall not be kept on file by the Board. Chairs will continue to assume responsibility to draw to the attention of the Principal concerns they have for the performance of teachers in their organizational unit and assist teachers in their organizational unit under the direction of the Principal as per the Act and regulations.

ARTICLE 17

EARLY RETIREMENT INCENTIVE PLAN

17:01 Purpose

The aims of the Early Retirement Incentive Plan are to enable secondary teachers to:

- .1 retire earlier than might otherwise be possible;
- .2 provide the Board an opportunity to revitalize staff;
- .3 relieve redundancy pressures by generating vacancies which can be filled by surplus teachers;

- .4 help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers without infringing the seniority rights of more established teachers in the system; and
- .5 provide teachers an opportunity to reduce their workload prior to retirement.

17:02 **The Early Retirement Incentive 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 service gratuity funds to supplement income while enrolled in the ERIP plan.

17:03 **Reduced Workload Through Board Approved Leave with Service Gratuity Payments and Pension Credits Purchase**

.1 Criteria for Participation:

- .1.1 A teacher must not be in receipt of a TPPB pension while enrolled in this Plan.
- .1.2 A teacher must accept a TPPB pension at the end of the teacher's participation in this Plan.
- .1.3 A suitable replacement for the teacher must be available.
- .1.4 The teacher participating in the Plan shall not hold a position of added responsibility.
- .1.5 The teacher may return to service at the teacher's pre-Plan contractual status with the Board for the last semester of enrolment in this Plan if required by the Teacher's Pension Plan Board to purchase pension credits for the Board approved leaves allowed in this plan. Part-time teachers shall not increase their contractual status for the teacher's last semester of employment.
- .1.6 The teacher may participate for up to three years in the Plan.
- .1.7 The teacher may enrol in the Plan up to three years prior to qualifying for a pension from the TPP.
- .1.8 The teacher must retire from the Board at the end of enrolment in the Plan and

submit a letter of retirement to the Board.

.1.9 Enrolment in the plan is conditional upon approval of the Board.

.2 Features of the Plan:

.2.1 For each school year of enrolment in the Plan, the teacher will be granted an unpaid, Board approved leave of absence for part of the teacher's regular assignment.

.2.2 The teacher shall pay the full cost of benefits, including contributions to the Teachers' Pension Plan Board, while the teacher is on leave under this Plan.

.2.3 The Board agrees to prepay the teacher's service gratuity calculated at the time the teacher commences participation in the Plan.

.2.4 The Board shall pay the teacher's salary and the partial service gratuity payments over the school year in accordance with 5:13.6. At the conclusion of the teacher's participation in ERIP Plan, the teacher will have received 100% of the gratuity as determined in article 10:06

.2.5 A participating teacher and the Board shall jointly sign a contract.

.2.6 Any tax implications arising from enrolment in the Plan shall be the responsibility of the teacher.

.2.7 Six months prior to reaching the retirement date specified in 17:08.1.8, the teacher shall be excluded from the LTD Benefit. In exceptional circumstances this may be waived.

.3 Upon written application to the Superintendent of Human Resources, consideration to participate in the Plan may be given to a teacher who might not be able to qualify under 17:03.1.

ARTICLE 18

TRANSFERS, RETIREMENT, RESIGNATIONS, SALARY DEDUCTIONS

18:01 Transfers

The Board will continue to exercise its prerogative of placing newly appointed teachers or transferring those, subject to Article 12, already on staff. The Board would consult a teacher before a transfer is made.

18:02 Retirement/Resignations

- .1 Teachers shall retire no later than the age of sixty-five. Teachers reaching their sixty-fifth birthday on or before August 31st shall retire at the end of June of that year. Teachers on reaching their sixty-fifth birthday on or after September 1st shall retire no later than June 30th of the following year.
- .2 Except by mutual consent, teachers may only retire/resign effective January 31 or June 30.
- .3 A teacher who wishes to retire/resign on January 31 must notify the Board in writing by November 30 of the previous calendar year.
- .4 A teacher who wishes to retire/resign on June 30 must notify the Board in writing by April 30 of the current calendar year.

18:03 Salary Deductions

- .1 Leave of Absence for any member of the teaching staff shall be in accordance with the provisions of Article 8.
- .2 For absences from duty other than those provided for in Article 8 or absence authorized by the Board, a deduction will be made by the Board from the teacher's salary.

ARTICLE 19

CONTINGENCY RESTRICTIONS

19:01 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 local federation executive and without the written approval of the local federation executive.

19:02 The Board shall notify the President of the local federation executive of any teacher leaving the employ of the Board, at any time, for any reason (including death) within seven (7) days of the teacher's effectively leaving the Board's employ.

ARTICLE 20
EFFECTIVE DATE

It is understood and agreed in the event that a new agreement has not been reached by the date of the expiry of the existing agreement, all the terms and provisions of the current agreement shall continue in force and effect until such time as it is superseded by a new agreement, the terms and provisions of which shall be retroactive to the date of expiry of the previous agreement.

ARTICLE 21
CHANGES DURING PERIOD BY MUTUAL CONSENT

Except for mutually agreed to error, this Agreement shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by written consent of the Parties to this agreement.

ARTICLE 22
HEALTH AND SAFETY

22:01 For the purposes of the Occupational Health and Safety Act, Chairs shall not be deemed to exercise managerial functions and shall be permitted to be the representatives of the teachers on any committee pursuant to Section 8 (2) of the Act, or pursuant to Section 3 (2) of Regulation 191/84.

22:02 When duties are required to be performed by teachers as representatives on the Branch Health and Safety Committees, those duties will be performed during the normal school day.

22:03 In order to replace teachers who serve as Branch Affiliate Health and Safety Representatives who must be absent from teaching responsibilities in order to perform duties required by the Act, the Board will provide occasional teachers to a maximum of two full time equivalent supply teachers days per school per school year.

22:04 The Board shall provide and maintain at no cost to the teacher, personal protective equipment, clothing or devices required by the Occupational Health and Safety Act.

22:05 The Board shall provide to the EAT Unit President and the EAT Unit Health and Safety

Officers, all relevant health and safety information and committee recommendations for posting and filing.

22:06 The Board Shall provide to the EAT Unit President and the EAT Unit Health and Safety Officers, reports of lost time and/or accidents requiring medical attention pertaining to individuals governed by this contract.

22:07 All activities of Health and Safety Committees will be governed as per the agreed guidelines established under the Health and Safety Act.

ARTICLE 23

SECONDARY LEADERSHIP MODEL

23:01 Should the government legislate or regulate a change which materially affects the leadership structure of secondary schools the issue will be renegotiated at the request of either party.

23:02 A joint study committee of Federation and Board representatives may be constituted to develop job descriptions, review, and report to the negotiating committee. The committee shall be composed of three (3) Board appointees and three (3) Federation appointees.

ARTICLE 24

LETTER OF AGREEMENT

This agreement shall be effective September 1, 1998, and shall remain in effect until August 31, 2000, and from year to year thereafter, subject to notice in writing prior to the date stipulated in Bill 100, from either party, of their desire to negotiate with the view to the renewal, with or without modification of the agreement then in operation.

Dated at Thunder Bay, Ontario this Day of 22nd of October, 1998.

In witness whereof the parties have hereunto affixed their corporate seals attested by their respective proper officers in that behalf.

Signed; Sealed and Delivered in the Presence of

For the Board:

CHAIR

WITNESS

CHAIR, NEGOTIATING COMMITTEE

WITNESS

SECRETARY

WITNESS

EAT Unit:

PRESIDENT

WITNESS

CHAIR, NEGOTIATING COMMITTEE

WITNESS

SCHEDULE A

DEFERRED SALARY LEAVE PLAN - SECONDARY

1. 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.

2. Qualifications

Any teacher having three (3) years seniority with the Board is eligible to participate in the Plan.

3. Application

3.1 A teacher must make written application to the Superintendent of Education (Human Resources) on or before May 1st, requesting permission to participate in the Plan.

3.2 Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by June 25th in the school year the original request is made.

3.3 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.

4. Payment Formula and Leave of Absence

The payment of salary, fringe benefits, and the timing of the one year leave of absence shall be as follows:

4.1 .1 In each year of the Plan, preceding the year of the leave, a reduced percentage of annual salary will be paid to the teacher.

The remaining percentage, which cannot exceed $33\frac{1}{3}\%$ of the annual salary will be deferred and shall be retained for the teacher by the Board to finance the year of leave.

.2 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, a 1-year term deposit, a 3-year term deposit and a 5-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 5:13.

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 9 3/4%
- average $9 \overline{3/4}\%$

2. Amount of salary plus interest on account in month X = \$1,000

3. Interest earned $\$1,000 \times 9 \overline{3/4}\% \div 12 = \8.12

.3 Any interest generated as in Clause 4.1.2 shall be paid to the teacher in the taxation year during which it was accrued.

4.2 .1 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.

.2 A teacher's fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits, during the year of the leave, shall be paid by the teacher.

.3 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.

.4 While on leave, monies accumulated will be paid in accordance with the schedule in Article 5:13.

.5 Although it is not recommended, an individual may withdraw the total monies accumulated in the fund upon the commencement of the teacher's leave. Since this option is not recommended, you are advised to contact your local Federation Executive prior to selecting a lump sum withdrawal of payment.

5. Terms of Reference

5.1 The leave of absence period must not be less than six (6) consecutive months.

5.2 The leave must commence no later than six (6) years after the date of the first deferral of salary.

5.3 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 4.1.

5.4 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.

5.5 Should a teacher elect not to take the leave within the six-year period as indicated in Clause 5.2, 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 in Clause 5.2.

- 5.6 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 a teacher's written request to withdraw from the plan is submitted to the Superintendent of Human Resources. Any exceptions to the aforesaid shall be at the discretion of the Board.

- 5.7 Sick leave credits will not accumulate during the year spent on leave, nor will the previous accumulation be reduced.

- 5.8 No one will be granted leave under this plan who has been on educational leave and has not fulfilled all of the requirements of the previous leave.

- 5.9 Pension deductions are to be continued as provided by the current ruling of the Pension Commission.

- 5.10 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 the plan, or receive repayment as per Clause 5.6. However, the conditions of Clause 5.2 and 4.1.2 would continue to apply.

- 5.11 Should the teacher die while participating in the plan, any monies accumulated, plus interest accrued (see 4.2.2) at the time of death will be paid to the teacher's estate.

- 5.12 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.

- 5.13 Upon returning from leave, a teacher will be assigned the same position (including position of responsibility), or, if due to declining or changing enrolment patterns, said position no longer exists, the teacher will be governed by the appropriate terms of this agreement.

- 5.14 .1 Teachers declared redundant in accordance with Article 12:10 must withdraw from the plan.

.2 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. Repayment shall be made as per Clause 5.6.

- 5.15 Teachers enrolling in the Deferred Salary Plan hereby acknowledge that Revenue Canada will be the final determiner of the income tax payable by the individual before, during and after the deferral period, and that the Lakehead District School Board will not be held liable for any income taxes payable by the individual on deferred salary amounts.

PREGNANCY/PARENTAL LEAVES AND BENEFITS * SCHEDULE B**

This chart highlights Employment 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 EI benefits) 15 weeks of EI 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 EI Lakehead Board of Education pays equivalent to EI benefits during the two week waiting period EI pays for 15 weeks following waiting period total of 17 weeks of paid benefits
PARENTAL	<ul style="list-style-type: none"> 10 weeks of EI benefits for natural or adoptive parents mother OR father OR shared 5 additional weeks of EI benefits if the adoptive child is six months or older and has an emotional, physical or psychological condition 	<ul style="list-style-type: none"> up to 18 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 10 weeks of EI benefits (at the lesser of 55% of salary or the maximum established by EI) an additional 8 weeks of unpaid leave is available following the 10 paid weeks to either parent two week waiting period applies to father as well an additional unpaid leave of up to 18 weeks is available to the parent who has not taken any leave

<p>CONDITIONS</p>	<ul style="list-style-type: none"> parent must have had 700 hours of insurable earnings in the last 52 weeks maximum of 30 weeks of combined sickness, maternity and parental EI benefits in a 52-week period 	<ul style="list-style-type: none"> must have been employed for at least 13 weeks by the same employer 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 benefit plans including vision, extended health, pension plans, life insurance, L.T.D. and dental may be maintained if the teacher continues to pay his/her portion of the premium costs for a total of 35 weeks. if a leave is extended past 35 weeks, the full costs of premium is paid by the teacher for the extended time period.
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*** If you contemplate accessing any of the above benefits, contact Staff Services for correct updated information. ***

The above chart is meant as a guide and is not to be considered definitive.

SCHEDULE C

BENEFITS SUMMARY

This is a summary only. For further information call the Benefits Clerk at the Board Office.

Extended Health

Extended Health Care, other than the services of a dentist, must be ordered by the a doctor.

Hospital Insurance:

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

Medical Supplement:

- \$10 deductible/single; \$20 deductible/family per year
- Covers:
 - Prescription drugs that are available only by prescription are covered
 - Doctors charges, other hospital services excluding room charges and other medical services outside of Canada are included (see detailed information)
 - Private nursing care (not in hospital)
 - Professional services, licensed masseurs, chiropractors, osteopaths, naturopaths, podiatrists, speech therapists, psychologists with some limitations (see your benefit booklet)
 - Dentists for accidental damage to teeth
 - Rented medical equipment
 - Licensed ambulance service
 - Physiotherapists
 - Laboratory services
 - Radiotherapy
 - Private room (difference between semi-private and private room)
 - Hearing

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

Dental Benefits

1. General Benefits - 100% Payment of:

- Oral Examination
 - 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
 - Bite wing radiographs two per year with a 5 month interval
 - Radiograph to diagnose a symptom oral exam a particular course of treatment
- Required consultation with another dentist
- Prophylaxes and topical examinations - two a year with a five month interval
- Emergency or palliative services
- Diagnostic testing and laboratory examinations
- Removal of impacted teeth and related anaesthesia
- Provision of spacers for missing primary teeth

2. 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 of the 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

3. Coverage for the following items will be subject to 75% of the cost, with annual maximum of \$1,000:

- 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)

4. Collection of benefits:

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

Long Term Disability

1. Eligibility - Continuous disability for six months.
2. Monthly benefit - 70% of pre-disability monthly earnings to a maximum of \$5,300 per month.
3. During rehabilitation programs Long Term Disability benefits will be reduced by only 50% of your rehabilitative earnings.
4. Reoccurrence of the same disability within a six month period will be treated as the original disability. After six months it will be treated as a new disability.
5. During disability Basic and Optional Group Life continues and premium contributions are waived.

6. L.T.D. claimants must participate in L.T.D. rehabilitation programs, subject to appropriate medical approval.

Group Life

Basic Group Life

Payable by the Board:

- Two times Cat IV Maximum or two times annual salary, whichever is greater.

Optional Group Life - payable by employee

Self:

- steps of \$10,000 up to a maximum of \$500,000.
- election to join the optional plan when initially employed or at a later date subject to medical certification.
- available to permanent employees at least half-time or more.
- rates are unisex, with age bands and smoker/non-smoker designations.

Spouse:

- steps of \$10,00 up to maximum of \$200,000.

Children:

- \$10,000 per child up to age 21 or age 25 if attending college or university full time. (One rate covers all children in family regardless of number).

During L.T.D. Disability:

- No cost in premium.

Upon Retirement

- Teachers retiring before age 65 may continue the group coverage and the optional coverage with the full cost being borne by the retiree.
- Coverage ends at age 65.

Vision Care

- Beginning Sept. 1st, 1991, unlimited claims up to a maximum of \$250 per person every 24 months.
- Dependents under 18 may claim \$250 every 12 months.

Appendix A (1)

ACQUISITION OF PROGRAM AND STAFF - SECONDARY PANEL

In the event that the Lakehead District School Board should transfer Program from the Elementary Panel to the Secondary Panel which impact on the employment of staff, the following provisions to accommodate staff tenure and compensation shall apply:

1. The seniority of staff in the elementary 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.
2. Any secondary teacher transferring into the program, subsequent to the transfer of program, shall start to accrue Program Seniority from the date of transfer. Any Program Seniority ties will be resolved

by the means identified in Article 12 of the secondary collective agreement.

3. Elementary teachers transferring to the secondary panel with the program shall commence accruing seniority on the Secondary Seniority List as of the first teaching day following the transfer of the program. Secondary seniority shall be consistent with Article 12 of the secondary collective agreement.
4. Any future reduction of staff within the program will be based on Program Seniority.
5. Only secondary seniority shall be used to obtain positions in the secondary panel outside of the Program.
6. Should an individual utilize secondary seniority to move into a secondary panel position outside the program, that individual's Program Seniority shall no longer exist.
7. Elementary teachers who possess Program Seniority must exercise their rights to transfer seniority to the secondary panel or return to the elementary panel for the commencement of the first teaching day in the sixth year after the date of program transfer as per Article 13:03 in the secondary collective agreement.
8. Teachers who possess Program Seniority and were transferred from the elementary panel, may choose to be paid in accordance with Articles 6, 7 and 8 of the elementary teacher's collective agreement.
9. Any elementary teacher holding a PAR position in the program shall continue to hold that designation as long as the teacher possesses Program Seniority and the need for the PAR position continues to exist.
10. The Lakehead District School Board will retain the right of a teacher who holds a PAR position to recall to an elementary PAR position while the teacher holds Program Seniority and has not exercised rights of seniority under Item 7.
11. With the exception of Item 8 above, any staff possessing Program Seniority shall be considered secondary teachers with all the rights and responsibilities identified under the Secondary Collective Agreement.

ACQUISITION OF PROGRAM & STAFF

The following provisions shall apply to any teachers retained as a consequence of the acquisition of program from another organization.

1. The seniority of teaching staff in the specified program shall retain their Program Seniority when they become employees of the Lakehead District School Board.
2. Teachers of the Lakehead Board who transfer into the program shall commence accumulating Program Seniority from the date of transfer. Program Seniority ties shall be resolved using the principles identified in Article 12.
3. Program Seniority shall only apply to the rights of any teacher within the program.
4. Teachers retained by the Board as a consequence of the transfer of program shall commence accumulating seniority in the secondary panel as per Article 12 effective the date of transfer.
5. Only Secondary Seniority shall govern the rights of all teachers (with or without Program Seniority) outside the program.
6. A teacher who leaves the program to obtain a secondary panel position shall no longer possess Program Seniority.
7. Program Seniority shall no longer exist when all staff retained with Program Seniority at the date of transfer no longer have Program Seniority.
8. Any staff possessing Program Seniority shall be considered secondary teachers with all the rights and responsibilities identified under the Secondary Collective Agreement.

PERFORMANCE REVIEWS OF TEACHING STAFF AND THE DISPOSITION OF PERFORMANCE REVIEWS

1. Procedures
 - 1.1 The Superintendent of Human Resources will provide each Area Superintendent and each Principal with a list of probationary teachers which indicates the date upon which each teacher is eligible for a permanent contract with the Lakehead District School Board by September 15 and updated by February 15.
 - 1.2 Area Superintendents will submit their recommendations for permanent contracts to the Superintendent of Human Resources as follows:
 - 1.2.1 On or before November 30 for teachers who are eligible for permanent contracts between January 1 and June 30;
 - 1.2.2 On or before May 30 for teachers who are eligible for permanent contracts between September 1 and December 31.
 - 1.3 The school Principal is responsible for the ongoing supervision and evaluation of all teaching staff and shall ensure the completion of performance reviews as follows:
 - 1.3.1 Probationary Staff
 - 1.3.1.1 A minimum of two performance reviews per year conducted by the Principal or Vice-Principal with a copy to the respective teacher, a copy retained on file in the school office and a copy submitted to the Area Superintendent on or before December 15 and March 30. If a teacher is eligible for a permanent contract during the school year, these dates must be adjusted to meet the requirements of Area Superintendents identified in 1.2.
 - 1.3.1.2 If the Principal is not satisfied with the performance of a teacher and intends to proceed with the process of documentation for competence, the teacher will be so informed, in writing, with a copy to the Area Superintendent.
 - 1.3.2 Permanent Staff
 - 1.3.2.1 A teacher on permanent contract will normally receive a formal written performance review every two years.
 - 1.3.2.2 The performance review of a new staff member who is on a permanent contract will be completed during the teacher's first year on staff of the new school unless the Principal can ensure that a formal performance review was completed the previous year.
 - 1.3.2.3 Exceptions to the frequency of formal performance reviews as specified in 1.3 .2.1. may be made through the Area Superintendent.
 - 1.3.2.4 Although copies of performance reviews for staff members on permanent contracts are not kept on file either in the school or at the Education Centre, on occasion, there may be a need for exceptions to this practice. When the Principal has made specific recommendations for improvement the Principal shall keep a copy of the performance review in order to facilitate the necessary follow-up activities. In this case, the Principal will

inform the teacher that a copy is being kept for future reference.

1.3.2.5 Although the Principal of the school is responsible and accountable for the supervision and evaluation of staff, it is expected that vice-principals and Chairs be involved in the performance review process as well.

1.3.2.6 If the Principal is not satisfied with the performance of a teacher and intends to proceed with documentation for competence, the teacher will be so informed, in writing, with a copy to the Area Superintendent.

2. Disposition of Performance Reviews - Permanent Teachers

2.1 The teacher receives every performance review.

2.2 No copy of the performance reviews for permanent staff are kept on file in the school or at the Education Centre. The only exception to this would occur as described in section 1.3.2.4 or when the teacher was involved in the process of documentation for competence.

2.3 Should a teacher on permanent contract be involved in the process of documentation for competence and transfer to another school within the system, the Principal will forward all copies of the performance reviews on file to the Area Superintendent. The Area Superintendent will be responsible for delivering the file to the new Principal and informing another Superintendent if the transfer involves a new area. Likewise, should the Principal of the school leave for any reason, all documentation will be forwarded to the Area Superintendent.

3. Documentation for Competence

3.1 Documentation for competence is defined as the process to be followed when the Principal is not satisfied with the performance of a teacher on a probationary contract or a teacher on a permanent contract and failure on the part of the teacher to respond to recommendations for improvement will result in a recommendation for termination of contract.

3.2 Procedures for Documentation

3.2.1 The Principal shall inform the teacher, in writing, with a copy to the Area Superintendent, that the process of documentation has been initiated.

3.2.2 The Principal shall identify, in writing, the specific areas requiring improvement and make recommendations to the teacher which may help the teacher to overcome the difficulties. The Principal shall keep this original document on file and provide the teacher and the Area Superintendent with a copy.

3.2.3 The Principal shall develop, in writing, and in consultation with the teacher, a planned program for improvement which includes the following items:

.2.3.1 Time lines for future classroom visits by the Principal;

.2.3.2 Where appropriate, assistance by the Chair, the Vice-Principal, other support persons, and/or visitations to other classrooms;

.2.3.3 A specified interval for improvement and notice that a further assessment will be made after the identified interval;

.2.3.4 State clearly, that should improvements not be evident at the end of the

specified interval, that a recommendation for termination of contract will be made to the Area Superintendent.

- 3.2.4 Records, in writing, will be maintained by the Principal of all recommendations, plans, visitations, etc., with the originals being kept on file and copies provided for the teacher and the Area Superintendent. The teacher will acknowledge receipt of all such correspondence by signing and dating the original copy.
- 3.2.5 If, after the specified interval for improvement, the teacher's performance is still unsatisfactory, the Principal shall make a recommendation to the Board through the Area Superintendent for termination of contract.
- 3.2.6 Should the Board terminate the contract of the teacher, it is the responsibility of the Board to provide, where applicable, the reasons for termination.
- 3.2.7 When a teacher on documentation transfers to another school, the present Principal shall write a summary report with recommendations which shall be forwarded through the Area Superintendent to the new Principal.

4. Appeal Procedure

- 4.1 In the event that for any reason there is a dispute between a teacher and a principal regarding the contents of or the recommendation contained in a performance review, the teacher or the principal may request that a formal performance review be conducted by the Area Superintendent.
- 4.2 In the event that there is no resolution of the dispute by the Area Superintendent, the teacher and the principal may appeal to the Director of Education.

5. Discipline

All letters of discipline shall be kept on file both in the school office and the Education Centre.

6. Format for Performance Reviews

- 6.1 A number of performance review forms are appended for use in different situations
 - Probationary or Permanent Teachers
 - Promotional Purposes
 - Secondments, Support Teams, Chairs, Vice-Principals, Principals.
- 6.2 The format may be modified to suit the needs of principals and staff. However, any modification must contain certification that the teacher has read and received a copy of the performance review and the signature of the principal or supervisory officer.

7. Termination of Employment

When a teacher leaves employment with the Board, their personnel file with recommendations shall be kept in the Education Centre for ten years.

Appendix C

PERFORMANCE REVIEW PROCESS

CHAIRS

1. Rationale

The intent of a performance review is to further develop the role of the Chair. The purpose of conducting a performance review is to provide feedback to the person on the performance so that the department head may better choose between alternatives for personal professional development.

2. Procedure

- 2.1 The Principal is responsible for the performance review of Chairs.
- 2.2 Although the Principal is accountable for supervision of staff, these duties may also be delegated to the Vice-Principal.
- 2.3 The Role Description - Chairs will be used as a guideline to develop priorities.
- 2.4 Priorities will be established early in the school year and will be written.
- 2.5 The priorities will be arrived at through a cooperative consultative process with the Principal. A Chair will solicit input from the organizational unit staff.
- 2.6 Prior to the end of the school year, the Principal and a Chair will meet to review the priorities for the past year. The Principal will initiate the meeting.
- 2.7 The Principal and each Chair will cooperatively develop a written performance review at least once every three years.
- 2.8 The format for the performance review will be developed by the persons involved in the process to fit the needs of the people, the individual school and the organizational unit.
- 2.9 The Chair receives every performance review written by the Principal.
- 2.10 If the Principal has made specific recommendations for improvement, the Principal may wish to keep a copy of a performance review in order to facilitate the necessary follow-up activities. If this is the case, the Principal will inform the Chair that a copy is being kept for future reference.
- 2.11 If the Principal is not satisfied with the performance of the Chair and intends to proceed with documentation for competence, the Chair will be so informed, in writing, with a copy to the Superintendent.

3. Disposition of Performance Review

- 3.1 No copy of the performance review for a Chair is made or kept on file in the school or at the Education Centre unless a Chair is involved in one of the situations described in 2.10 or 2.11 above.
- 3.2 When the follow-up activities referred to in 2.11 have been satisfactorily concluded and a Chair has responded to the recommendations for improvement, all copies of performance reviews which had been retained by the Principal will be returned to the Chair.
- 3.3 Should a Chair, involved in one of the situations described in 2.10 or 2.11 above, transfer to another school within the system, the Principal will forward all copies of performance reviews on file to the Area Superintendent. The Area Superintendent will be responsible for delivering the file to the new Principal and informing another Superintendent if the transfer involves a new area. Likewise, should the Principal of the school leave for any reason, all documentation will be forwarded to the Area Superintendent.