

SOURCE	CCL		
EFF.	2001	09	01
TERM.	2001	08	31
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	9		

AGREEMENT

between

**LAKEHEAD DISTRICT
SCHOOL BOARD**

and

**THE EDUCATION ACT,
TEACHERS' BARGAINING
UNIT,
THUNDER BAY DISTRICT 6A
OF THE ONTARIO
SECONDARY
SCHOOL TEACHERS
FEDERATION**

September 1, 2001

to

August 31, 2004

ENTERED

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AGREEMENT

between

LAKEHEAD DISTRICT SCHOOL BOARD

and

THE EDUCATION ACT, TEACHERS' BARGAINING UNIT,

THUNDER BAY DISTRICT 6A

**OF THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**

September 1, 2001

to

August 31, 2004

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1** 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.
- 1.2** The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board and assigned as teachers, including temporary teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- The Board recognizes the negotiating team of the Education Act Teachers' Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.3** The Board recognizes the right of the Education Act Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- 1.4** The Education Act Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 2

EFFECTIVE PERIOD

- 2.1 This agreement shall be effective from the 1st day of September 2001 and shall continue in force up to and including August 31st, 2004 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Labour Relations Act*.
- 2.2 Notwithstanding the period of notice cited in 2.1, both parties may mutually consent to commence negotiations, with a view to renewal, with or without modifications of the Agreement, prior to ninety days of the expiration date of this Agreement.
- 2.3 if either party gives notice of its desire to negotiate amendments in accordance with section 2.1, or both parties mutually agree to negotiate amendments in accordance with section 2.2, the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the *Labour Relations Act*.
- 2.4 Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.

2.5 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.

2.6 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.

DATED AT THUNDER BAY, ONTARIO THIS DAY OF July 16, 2003.
IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals
signed by their respective proper officers in that behalf.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
For the Board:
[Signature] [Signature]
CHAIR WITNESS
[Signature] [Signature]
CHAIR, NEGOTIATING COMMITTEE WITNESS
[Signature] [Signature]
SECRETARY WITNESS
EAT Unit:
[Signature] [Signature]
PRESIDENT WITNESS
[Signature] [Signature]
CHAIR, NEGOTIATING COMMITTEE WITNESS

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 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 in accordance with the statutes and regulations of Ontario.
- 3.2 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.
- 3.3 The Board agrees to precede any change to Board policy which may affect members of the EAT Unit by written communication to the EAT Unit President.
- 3.4 The Board recognizes the right of OSSTF and/or the Education and Bargaining Unit to represent a member when the conduct or competence of the member is being questioned. The Board shall inform the OSSTF member of the right to union representation prior to any such meeting.
- 3.5 **Criminal Records Check**
- 3.5.1 The Board will cover the cost of the criminal background check for all incumbent teachers who participate in the "check" offered by the Ontario Education Services Corporation. If the teacher wishes to obtain a criminal background check on his or her own, the teacher will be responsible for this expense.

- 3.5.2** The Board shall collect and manage personal documents relating to criminal background checks and offence declarations in a secure manner that provides for confidentiality and privacy. Access to such records and information shall be limited to the Superintendent responsible for Human Resources and/or Employee Relations and/or designate. The Superintendent shall, upon request, advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 3.5.3** Any disciplinary action related to Criminal Background Check or Offence Declaration may be subject to a grievance.
- 3.5.4** The Board shall release and report information to the College of Teachers as required under government Acts and Regulations.
- 3.5** 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

UNION RIGHTS

- 4.1** **Union Dues**
- 4.1.1** On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any chargeable by the EAT Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the EAT Unit in accordance with their respective constitutions and forwarded in writing to the Board at least

thirty (30) days prior to the expected date of change.

- 4.1.2** The OSSTF dues deducted in 4.1.1 shall be ~~remitted~~ to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the ~~fifteenth~~ of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the ~~employees~~, their Social Insurance Numbers, annual salary, the number of days ~~worked~~, salary for the period, and the amounts deducted.
- 4.1.3** Dues ~~specified~~ by the EAT Unit in 4.1.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 6A, Thunder Bay no later than ~~the~~ fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a ~~list~~ identifying the ~~employee~~, the amount withheld, and the relevant pay period.
- 4.1.4** OSSTF and/or the EAT Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, sub, attachments and any form of liability as a result of ~~such~~ deductions authorized by OSSTF and/or the EAT Unit.
- 4.2** 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.
- 4.3** 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 5

DEFINITIONS

- 5.1 Wherever used herein 'Board' shall mean the Lakehead District School Board.
- 5.2 Whenever used herein, 'EAT Unit' shall mean Education Act Teacher Bargaining Unit of the Thunder Bay District, OSSTF.
- 5.3 Whenever used herein, 'Federation' shall mean EAT Unit.
- 5.4 Salary for teachers will be calculated based on assigned classes, and/or full time equivalent non-classroom assignments.
- 5.5 Whenever used herein, "School Year" is as stipulated in Ministry memoranda and regulations.
- 5.6 Whenever used herein, 'Teacher' refers specifically to the collective group of teachers and/or to a specific individual in the EAT Unit.
- 5.7 Whenever used herein, "FTE" shall mean Full Time Equivalent.
- 5.8 Whenever used herein "LTD" shall mean long term disability.

ARTICLE 6

CLASSIFICATION OF TEACHERS

- 6.1.1 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

6.1.2 Subject to the provisions of Clause 6.1.6 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.

6.1.3 The Board will require each teacher to file proof of category classification by the OSSTF.

6.1.4 The Board reserves the right to challenge any classification and ask the Federation to show how the Certification Board arrived at a particular classification.

6.1.5 A teacher paid in categories 3 or 4 must teach in the teacher's field of specialty, if a principal so requests.

6.1.6 Teachers holding a Letter of Standing valid in Ontario will be placed in the proper category in accordance with qualifications and experience.

6.2 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.

6.2.1 Procedure

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

6.2.1.1 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 Human Resources office.

6.2.1.2 Applications are to be filed with the Human Resources office.

6.2.1.3 Applications are to be accompanied by the following supporting documents:

- original or photostatic copy of the endorsed or specialist certificate;
- original or photostatic copy of trade test result, if applicable;
- original or photostatic copy of the OSSTF Certification Board category placement certificate;
- copies of any documents sent to the OSSTF Certification Board which may entitle a teacher to a change of category.

6.2.2 Effective Dates of Adjustments

6.2.2.1 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

6.2.2.2 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.

6.2.2.3 Category change based upon the successful completion of a Trade Test during the school year will be accepted if otherwise documented.

6.2.3 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.

6.3 Placement on Salary Schedule

6.3.1 Part-time Teaching

Effective February 1, 2003, teaching experience will be calculated as follows:

- 6.3.1.1.1 contractual experience to three (3) decimal places
- 6.3.1.1.2 total number of long term and short term occasional days divided by 185 to three (3) decimal places
- 6.3.1.1.3 total of 6.3.1.1.1 and 6.3.1.1.2 above rounded to one (1) decimal place
- 6.3.1.2 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.
- 6.3.1.3 For teachers employed by the Board on November 23, 2000, 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 times the grid interval.
- For teachers hired subsequent to November 23, 2000, 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.
- 6.3.1.4 For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time teacher teaching six (6) credit classes or equivalent.
- 6.3.1.5 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 12.16.1.5.

6.3.2 Teaching Experience In Other Jurisdictions

6.3.2.1 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.

6.3.2.2 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. The Board will be guided by the regulations established by the Ontario College of Teachers.

6.3.2.3 Each year of full time teaching in a college, university or as a Continuing Education Instructor with the Lakehead Board will count as full years experience on the salary grid. It shall be the sole responsibility of the teacher to provide satisfactory proof to the Board, in writing.

6.3.2.4 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.

6.3.3 Trade and Business

6.3.3.1 A salary adjustment will be granted at the time of hire for related experience gained prior to the effective date of hire. For purposes of placement on the grid, related trade or business experience will be credited as the equivalent of teaching experience in the amount of one grid step for each full year of such related experience.

6.3.3.2 **Related experience for calculation purposes** means the **year(s)** beyond **the number** required to enter an Ontario Faculty of Education.

6.3.3.3 At the **time** of hire, the **Board shall inform** the teacher **in writing** of the **guidelines** required to **support** the grid placement for **previous trade or business experience** and **of the** requirement to submit such documentation **within five (5) months of the** effective date of hire. Salary adjustment shall be made **retroactive** to the effective date of hire **once** the proper documentation has been submitted.

6.4 Probationary Teachers

6.4.1 In the hiring of **probationary** teachers, the following principles **are** hereby adopted:

- A teacher shall be **hired** to fill any **vacancy** arising owing to the death, retirement or resignation of a **Member of the EAT Unit** during the school year or to replace a Member who will be absent for a full school year or **full semester**.
- Teachers hired by the Board **shall** be on probation for two **working** semesters. The **Board reserves the right to extend the probationary period** up to two additional **working** semesters if there is an **unsatisfactory** performance review. The **EAT Bargaining Unit shall be informed in writing** of any extension to the probationary period.
- **All teachers** on probation **will** be advised, in writing, on or before **March 31st** where possible, but no later than **May 31st** of the year in which their probationary period ends, whether or not **the Board is placing** them on

permanent contract. The Board will provide the reason for its decision.

- 6.4.2** The Board agrees to hire teachers in accordance with the Salary Schedule.
- 6.4.3.1** **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 take3 precedence over this clause.**
- 6.4.3.2** Position postings must state qualifications needed and include the effective date of qualification.
- 6.4.5** **Part-time Teachers**
- 6.4.5.1** The salary, allowances, and benefits of a part-time teacher are pro-rated.
- 6.4.5.2** The prorating of dental, extended health and vision care benefits for spouses (including common-law and same sex partners) who are both employed part time under this collective agreement will be calculated based on the combined FTE status of the two teachers up to a maximum of 100%.
- 6.4.5.3** A part-time teacher who has timetabled duties assigned in one or two periods in a semestered school, or up to three periods in a non-semestered school, shall where possible have those periods and any other assigned duties timetabled consecutively either in the morning or in the afternoon. The Principal shall make reasonable efforts to schedule the A.M. or P.M.

preference of the part-time teacher. 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 Bargaining Unit President and the Superintendent of Employee Relations.

ARTICLE 7

SALARY AND ALLOWANCES

7.1 Basic Salary Grid -- Day School Salaries

7.1.1 Salary Grid-- September 1, 2001 to January 31, 2002

Year	I	II	III	IV
0	34383	36081	38821	42012
1	36448	38273	41208	44590
2	38,513	40485	43597	47170
3	40578	42657	45981	49751
4	42643	44850	48369	52328
5	44708	47041	50756	54908
6	46774	49233	53142	57487
7	48837	51424	55529	60068
8	50901	53617	57915	62648
9	52967	55807	60304	65228
10	55032	57999	62689	67804
11			65077	70384

7.1.2 Salary Grid – February 1, 2002 to August 30, 2002

Year	I	II	III	IV
0	34724	36438	39206	42428
1	36809	38652	41616	45032
2	38895	40865	44028	47637
3	40980	43080	46437	50243
4	43065	45294	48848	52846
5	45150	47507	51258	55451
6	47237	49721	53668	58056
7	49320	51933	56079	60660
8	51405	54148	58489	63267
9	53492	56359	60901	65872
10	55577	58574	63309	68476
11			65722	71081

7.1.3 Salary Grid – August 31, 2002

Year	I	II	III	IV
0	34860	36581	39359	42594
1	36953	38803	41779	45209
2	39047	41026	44201	47824
3	41140	43249	46619	50440
4	43234	45472	49039	53053
5	45327	47693	51459	55669
6	47422	49916	53879	58284
7	49513	52137	56298	60898
8	51607	54360	58718	63515
9	53702	56580	61140	66130
10	55795	58803	63558	68744
11			65979	71359

7.1.4 Salary Grid – September 1, 2002 to August 31, 2003

Year	I	II	III	IV
0	35906	37678	40540	43872
1	38082	39987	43032	46585
2	40218	42257	45527	49259
3	42374	44546	48018	51953
4	44531	46836	50510	54645
5	46687	49124	53003	57339
6	48845	51413	55495	60033
7	50998	53701	57987	62725
8	53155	55991	60480	65420
9	55313	58277	62974	68114
10	57469	60567	65465	70806
11			67958	73500

7.1.5 Salary Grid – September 1, 2003 to November 30, 2003

Year	I	II	III	IV
0	36804	38620	41554	44989
1	39014	40966	44108	47729
2	41223	43313	46685	50490
3	43433	45660	49218	53252
4	45644	48007	51773	56011
5	47854	50352	54328	58772
6	50065	52698	56882	61534
7	52273	55044	59437	64293
8	54484	57391	61992	67056
9	56696	59734	64548	69817
10	58906	62081	67102	72576
11			69657	75338

7.1.6 Salary Grid – December 1, 2003 to August 30, 2004

Year	I	II	III	IV
0	37062	38890	41845	45284
1	39287	41253	44417	48063
2	41512	43616	46992	50843
3	43737	45980	49563	53625
4	45964	48343	52135	56403
5	48189	50704	54708	59183
6	50416	53067	57280	61965
7	52639	55429	59853	64743
8	54865	57793	62426	67525
9	57093	60152	65000	70306
10	59318	62516	67572	73084
11			70145	75865

7.1.7 Salary Grid – August 31, 2004

Year	I	II	III	IV
0	37251	39088	42058	45515
1	39487	41463	44644	48308
2	41724	43838	47232	51102
3	43960	46214	49816	53898
4	46198	48590	52401	56691
5	48435	50963	54987	59485
6	50673	53338	57572	62281
7	52907	55712	60158	65073
8	55145	58088	62744	67869
9	57384	60459	65332	70665
10	59621	62835	67917	73457
11			70503	76252

- 7.2 Each teacher shall be paid an annual salary dependent on the teacher's placement on the salary grid subject to the provisions of Article 6 and 7 of this agreement.
- 7.3 The basic salary paid, including the allowances for experience, shall not exceed the maximum salaries set out in the grid above.

7.4 Responsibility and Other Allowance⁸

In addition to the salary according to Article 7.1, the following allowances per annum shall be paid and shall have the effect of piercing the maximum salaries:

7.4.1 Chair Allowances

7.4.1.1 Each chair shall be paid an additional responsibility allowance equivalent to 6.7% of Category IV maximum per annum.

7.4.1.2 A chair must have specialist certification in at least one subject area in the organizational unit.

7.4.2 Coordinator of Co-Curricular Inter-School Athletic Activities Allowance

7.4.2.1 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.

7.4.2.2 In the event that the position is not filled, the dollars allocated to the position will be assigned to the school budget.

7.4.3 Program Managers Allowance

When program needs warrant, the Principal may recommend to the appropriate 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.

- 7.4.4 Allowance for Post Graduate Degrees
- 7.4.4.1 Degree at the Doctor's level (not an honorary degree)
- \$ 820 as of Sept. 1, 2000
 - \$ 828 as of Feb. 1, 2001
- 7.4.4.2 Master of Arts and/or Science, Master of Education
- \$ 718 as of Sept. 1, 2000
 - \$ 725 as of Feb. 1, 2001
- 7.4.4.3 Bachelor of Education (taken apart from regular teaching training program)
- \$ 103 as of Sept. 1, 2000
 - \$ 104 as of Feb. 1, 2001
- 7.4.5 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 Human Resources.
- 7.4.6 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.

7.4.7 Allowance will be for one Post Graduate Degree only.

7.5 **Cost of Living Allowance (COLA)**
(In-operative)

7.5.1 The following COLA clause shall be effective August 31, 1995 and shall apply to all salary and allowances as defined in this Collective Agreement.

7.5.2 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.

7.5.3 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%).

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

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

7.6 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.

7.7 Method of Payment of Salaries

7.7.1 Payments will be made in accordance with the schedule in 7.8, to be deposited in the Bank of the Teacher's choice. The Board reserves the right to make payment of extra earnings by cheque.

7.7.2 A new teacher hired will be paid upon the next pay date after the date of hire as indicated in 7.8.

7.7.3 The calculation of the daily rate is as follows:

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

7.7.4 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 7.7.3.

7.7.5 Where a teacher is employed less than full time, the teacher shall be paid in accordance with 7.8 prorated to the teaching assignment in each semester.

7.7.5.1 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.

- 7.7.5.2 Teachers assigned in *only one semester* will have benefits deducted equitably and fully on scheduled pay dates.
- 7.7.5.3 The only exception to 7.7.5 and 7.7.5.1 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.
- 7.8 **BI-Weekly Payroll**
- Teachers who work the **full school year** will be paid a percentage of their annual salary according to the following pay date **schedule**:
- 7.8.1 The first pay in September and the seventh pay will be **7.79%** of annual *salary*.
- 7.8.2 The last pay in semester **one will be at a**, percentage **so that the total pay received** in the semester **totals 50%** of the annual *salary*.
- 7.8.3 **All other pays will be at 3.33%** of annual salary except the last pay in **August which** will be at a percentage **so that the total pay received** in the year totals **100%**.
- 7.9 **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.
- 7.10 **OSSTF Seniority List**
- On or about December 1st 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 8

BENEFITS, SICK LEAVE, ERIP

- 8.1** The Benefit plans referred to in this Article are as more particularly described in Schedule C attached to this agreement
- 8.2** The Board agrees to pay on behalf of the teacher:
- 100% of the monthly premiums of the Extended Health Care Plan to include a Hearing Benefit Plan of \$500/5 years.
 - 50% of the monthly premiums of the Basic Group Life Insurance Plan at 2 times maximum category 4 or annual salary, whichever is greater.
 - 50% of the monthly premiums of the Long Term Disability Plan.
 - 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).
 - 90% of the monthly premiums of the Dental Plan.
 - 90% of the monthly premium of the Board's Vision Care Plan (\$250/24 months).

- 8.3 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)
- 8.4 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.
- 8.5 No change in ~~the specifications~~ of the plans in 8.2 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.
- 8.6 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 1st, 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.
- 8.7 **Sick Leave shall be as provided in accordance with the provisions of:**
- The Education Act, Section 280, July 1992 **(3,4).**
 - The *Municipal Act*, R.S.O. - 1970, Chapter 284, **Section 352**, paragraph 65 (b) and amendments thereto.

- 8.8 Objects of the Plan**
- 8.8.1** 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.
- 8.8.2** To provide secondary school teachers of the Board upon retirement with a gratuity in the manner as set out in clause 8.12 of this article.
- 8.8.3** 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.
- 8.9 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.
- 8.10 Absences Charged to Cumulative Sick Leave Credits**
- 8.10.1 Personal illness**
- 8.10.1.1** 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.
- 8.10.1.2** 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.

8.10.2 Absence Charged to 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:

8.10.2.1 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

8.10.2.2 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:

8.10.2.2.1 Calculate the daily basic salary of the Injured teacher and the daily award of the Worker's Compensation Board;

8.10.2.2.2 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.

8.10.2.2.3 Calculate the Credits to be deducted by multiplying the resulting percentage as calculated in 8.10.2.2.2 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.

8.10.2.3 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.

8.11 **Verification of Absence Due to Illness or Injury**

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

8.12 **Service Gratuity**

8.12.1 "Retirement" shall mean the act of ceasing to be employed by the Board effective at any time up to one year prior to being eligible for a pension from the Teachers' Pension Plan.

8.12.2 Upon retirement, each teacher, as defined in Article 5, 5.6, 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.
- DR -** Days credit to a maximum of 200 days in the Sick Leave Reserve at time of retirement.

8.12.3

For staff receiving benefits under the terms of the Long Term Disability Plan, at the time of retirement, the formula specified in 8.12.1 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.

8.12.4

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.

- 8.12.5** In the event of the **death** of a teacher, any gratuity **accrued** but unpaid, **shall be paid** to the **estate** of the deceased teacher.
- 8.12.6** 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 **8.12.1**, **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**.
- 8.13** **Operation of the Plan**
- 8.13.1** The Board's Superintendent **of Human Resources** 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.
- 8.13.2** **Sick leave credits** shall not **accumulate** beyond a maximum of **200** days at **any time**.
- 8.13.3** 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.
- 8.13.4** 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.

8.13.5 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.

8.14 Office Records

The Sick Leave Ledger to be kept by the Department of Employee Relations, and referred to in Article 8, 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.

8.15 The Board guarantees to all teachers that, in the event of a disability, they will receive benefits at least equal to benefits as provided under the Employment Insurance Act, to qualify for premium reduction.

8.16 WSIB/LTD Absences

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

8.17 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 a 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.

8.17.1 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.

8.17.2 Teachers who are on LTD or WSIB shall access sick day allocations identified in Article 8.9 only for the years in which they are at work.

Teachers on modified work shall access the sick leave in 8.9 prorated to the maximum fraction of a day worked during the school year.

8.18 **Early Retirement Incentive Plan**

8.18.1 **Purpose**

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

- retire earlier than might otherwise be possible;
- provide the Board an opportunity to revitalize staff;

- relieve redundancy pressures by generating vacancies which can be filled by surplus teachers;
- 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
- provide teachers an opportunity to reduce their workload prior to retirement.

8.18.2 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.

8.19 **Reduced Workload Through Board Approved Leave with Service Gratuity Payments and Pension Credits Purchase**

8.19.1 **Criteria for Participation:**

- A teacher must not be in receipt of a TPPB pension while enrolled in this Plan.
- A *teacher* must accept a TPPB pension at the end of the teacher's participation in this Plan.
- A suitable replacement for the teacher must be available.
- The teacher participating in the Plan shall not hold a position of added responsibility.
- 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.

- The teacher may **participate** for up to three years in the Plan.
- The teacher may **enrol** in the Plan up to three years prior to **qualifying** for an unreduced pension from the OTPP.
- The teacher must **retire** from **the Board** at the end of enrolment in the Plan and submit a letter of retirement to the **Board**.
- Enrolment in **the plan** is **conditional** upon approval of **the Board**.

8.19.2 Features of the Plan;

8.19.2.1 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.

8.19.2.2 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.

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

8.19.2.4 The Board shall pay **the teacher's salary and the partial service gratuity payments over the school year in accordance with 7.8. At the conclusion of the teacher's participation in ERIP Plan, the**

teacher will *have* received 100% of the gratuity as determined in article 8.12

- 8.19.2.5 A participating teacher and the Board shall jointly sign a contract
- 8.19.2.6 Any tax implications arising from enrolment in the Plan shall be the responsibility of the teacher.
- 8.19.2.7 Six months prior to reaching the retirement date specified in 18.9.1, the teacher shall be excluded from the LTD Benefit. In exceptional circumstances this may be waived.
- 8.19.3.3 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 18.9.1

ARTICLE 9

LEAVES OF ABSENCE AND TRAINING

- 9.1 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.
 - 9.1.1 Leave on Compassionate Grounds
 - 9.1.1.1 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 (6) 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.

9.1.1.2 Bereavement-- Immediatefamily

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

9.1.1.3 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 a child of a spouse (Including common law and same sex partners) in order to accompany the spouse during the birth. Should the teacher request compassionate leave in accordance with 9.1.1.1 at the time of the birth of the child, the total days of compassionate leave for parental and illness in the Immediate family will not be greater than five.

9.1.1.4 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.

9.1.2 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.

9.1.3 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.

9.2 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 Human Resources for the following reasons:

9.2.1 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 9.1.1.1 or 9.1.1.2, or a close friend, with permission of the Superintendent of Human Resources. Written application will be waived in this section.

9.2.2 Leave to Write Examinations

Max. – Period of Exam + Travel

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

- 9.2.3 **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.
- 9.2.4 **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.
- 9.2.5 **Absence on Board Business**
A teacher may be absent from duty on Board business when directed to do so.
- 9.2.6 **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.
- 9.2.7 **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.
- 9.2.8 **Absence for Federation Business**
- The Education Act Bargaining Unit President or designate shall 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.

9.2.9 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.~~

9.3 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.

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

9.4.1 Attendance at a family graduation;

9.4.2 Attendance at a family wedding;

9.4.3 Attendance at a family anniversary ———

9.4.4 Attendance at a convention or conference as a non-Board delegate;

9.4.5 Personal or family business not specifically set out above.

9.4.6 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)

- 9.4.7** Pregnancy Leave shall be **provided** in accordance with the provisions of **Bill 14** (An Act to Amend *the* Employment Standards Act). (See Schedule B)
- 9.4.8.1** **Leave of Absence for teachers serving on Municipal Councils and other Elected Local Boards.**
- 9.4.8.2** A teacher **who serves** in an **elected** capacity may be allowed **Leave of Absence from school duties on rare occasions.**
- 9.4.9** 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.**
- 9.4.10** 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.
- 9.5** **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.**
- 9.6** **Procedure for Obtaining Leave**
- 9.6.1** **Applications for a Leave of Absence shall be made to the Principal or Superintendent of Employee and Community Services as specified in the preceding clauses of Article 9.**
- 9.6.2** **Where permission of the Superintendent of Employee and Community Services is required,**

the request should be **discussed** with the **Principal**, so that a temporary replacement, if required, can be **made**.

9.6.3 Applications to the Superintendent of Employee and Community Services shall be made, In writing, stating the period and the circumstances. When a teacher wishes to be on leave for all of semester one, the request must be made in writing by March 31st of the current calendar year. When a teacher wishes to be on leave for all of semester two, the request must be made in writing by November 30th of the previous school year.

9.6.4 All salary deductions resulting from the granting of a Leave under Clause 8.4 will be made on the teacher's cheque as soon as possible following the Leave.

9.6.5 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 9.4, 9.5 or 9.7.

Having been granted a Leave of Absence by the Lakehead District School Board, I agree to inform the Board by November 30th that I shall be returning to duty on the first school day of the second semester and 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. The Board

shall provide e copy of such statement to the Bargaining Unit president

- 9.6.6 Refer to Article 12 for Implications regarding seniority.
- 9.7 **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.
- 9.8 **DEFERRED SALARY LEAVE PLAN-- SECONDARY**
- 9.8.1 **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.
- 9.8.2 **Qualifications**
Any teacher having *three (3) years* seniority with the Board is eligible to participate In the Plan.
- 9.8.3 **Application**
- 9.8.3.1 A teacher must make Mitten application to the Superintendent of Education (Human Resources) on or before May 1st, requesting permission to participate In the Plan.

- 9.8.3.2** 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.**
- 9.8.3.3** 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.**
- 9.8.4** **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:**
- 9.8.4.1.1** 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 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.**
- 9.8.4.1.2** 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 7.8.**

Example

1. Rates in effect at end of month X

true savings account	9¼%
1-year term deposits	10%
3-year term deposits	9¾%
5-year term deposits	9¾%
average	9¾%

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

3. Interest earned $\$1,000 \times 9\frac{3}{4}\% + 12 = \8.12

9.8.4.1.3 Any Interest generated as In Clause 9.8.4.1.2 shall be paid to the teacher in the taxation year during which it was accrued.

9.8.4.2.1 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.

9.8.4.2.2 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.

9.8.4.3 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.

9.8.4.4 While on leave, mon k accumulated will be paid in accordance with the schedule in Article 7.8.

9.8.4.5 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.

9.8.5 Terms of Reference

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

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

9.8.5.3 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 9.8.4.1.

9.8.5.4 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.

9.8.5.5 Should a teacher elect not to take the leave within the six-year period as indicated in Clause 9.8.5.2, the salary plus Interest accrued shall be paid to the teacher within sixty (60) days after the expiration of the six-year period in Clause 9.8.5.2.

9.8.5.8 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.

After receiving written notification of the teacher's desire to withdraw from the plan, the Board shall pay to the teacher the salary and Interest accrued within sixty (60) days.

- 9.8.5.7 **Sick** leave credits will not accumulate during the year spent on **leave**, nor will the **previous** accumulation be reduced.
- 9.8.5.8 **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.
- 9.8.5.9 **Pension deductions are** to be continued as provided by the current ruling of the Pension Commission.
- 9.8.5.10 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 9.8.5.6**. **However, the conditions of** Clause 9.8.5.2 and 9.8.4.1.2 would continue to **apply**.
- 9.8.5.11 Should the teacher die **while** participating in the plan, any monies accumulated, plus interest accrued (see 9.8.4.2.2) **at the time of death will** be paid to the teacher's **estate**.
- 9.8.5.12 **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**.
- 9.8.5.13 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**
- 9.8.5.14.1 **Teachers declared redundant in accordance** with **Article 12.18** must withdraw **from** the plan.

9.8.5.14.2 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 9.8.5.6.

9.8.5.15 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.

9.9 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.

9.9.1 Purposes

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

9.9.2

9.9.2.1 The plan will support two types of projects:
(Options)

- 9.9.2.1.1 Option A:**
- individual study, research, and updating of a long-term nature; (minimum one semester, maximum two semesters) administered by a System Training Committee
- 9.9.2.1.2 Option B:**
- individual study, attendance at a workshop or conference and/or,
 - school based training activities administered by the School Training Committee.
- 9.9.2.2** 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.
- 9.9.2.3.1** If a teacher is denied access to Option A in 9.9.2.2, 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 9.9.4.
- 9.9.2.3.2** 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.
- 9.9.3 Eligibility Requirements: Option A**
- The plan will be available to any staff member meeting the following conditions:

- 9.9.3.1 The teacher must be eligible for options in Article 12.15.
- 9.9.3.2 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.
- 9.9.3.3 A teacher who is not eligible for redundancy options in Article 12.15 may participate in Option A if, in the opinion of the Board such participation will benefit the system.
- 9.9.4 **Board Commitments**
- 9.9.4.1 In each school year, the Board shall allocate \$0 to a training fund for teachers.
- 9.9.4.2 The System Training Committee may grant a maximum of 1 FTE participation in Option A.
- 9.9.4.3 The funds used to finance Option A shall be subtracted from the amount in 9.9.4.1.
- 9.9.4.4 The costs identified in 9.9.4.3 shall be calculated using the average teacher salary and benefits for the year in which the teacher was participating in option A.
- 9.9.4.5 The remaining funds shall be distributed to each school prorated to the teacher FTE in the school.
- 9.9.4.6 For the purpose of accessing funds under Option B, teachers not assigned to a school (e.g. 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

- 9.9.4.7** 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.
- 9.9.4.8** Pension deductions are to be continued as provided by the Teachers' Pension Plan.
- 9.9.4.9** 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.
- 9.9.4.10** The accumulated sick leave credits of a teacher shall not be negatively affected as a consequence of participating in Option A.
- 9.9.4.11** 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.
- 9.9.4.12** 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.
- 9.9.4.13** The teacher and the Board will be required to enter into a *contract*, as appended.

For a teacher participating in Option B.

9.9.4.14

The teacher ~~shall~~ receive full salary and benefits.

9.9.5

Allocation of Funds to Schools

9.9.5.1

A tentative allocation of the funds will be made to each school prior to September 1.

9.9.5.2

A final allocation of the funds, will be made to each school prior to November 30.

9.9.5.3

Each school may carry forward into the next school year 20% of the previous year's allocation.

9.9.5.4

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 9.9.5.1.

9.9.6

Training Committee(s)

9.9.6.1

The System Training Committee

The System Training Committee shall consist of:

Three (3) teachers appointed by the EAT Executive

Three (3) members appointed by the Board.

9.9.6.2

A teacher and a member of the committee appointed by the Board shall act alternately, on an annual basis, as Chair and Vice-Chair.

9.9.6.3

The EAT Executive and the Board may appoint alternates for the Committee members.

9.9.6.4

The committee will evaluate applications and identify successful participants in Option A

based on the *criteria* established under Section 9.9.8.

- 9.9.6.5 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.
- 9.9.6.6 Any application ~~still~~ deemed to be ~~incomplete~~ by the ~~time~~ of the interviews will be considered a non-application by the committee.
- 9.9.6.7 The committee ~~shall~~ interview all applicants.
- 9.9.6.8 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.
- 9.9.6.9 The approval or rejection of each application is ~~the~~ responsibility of the Committee.
- 9.9.6.10 Rejection of an application shall be accompanied by a written explanation from the Chair of the Committee.
- 9.9.6.11 The applicants will be advised of the Committee's decision on or before February 28.
- 9.9.7 **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.
- 9.9.7.1 The School Training Committee will create a School Training Plan prior to the end of September.

- 9.9.7.2 Expenditures under Option B must be consistent with the purposes set out in 9.9.1.1 and 9.9.1.2
- 9.9.8 **Selection Criteria for Option A**
- 9.9.8.1 To be eligible for consideration, the applicant must meet the qualifications established under Section 9.9.3.
- 9.9.8.2 The following criteria will be considered by the System Training Committee in its evaluation of applicants' proposals:
- 9.9.8.2.1 The proposal seeks to meet one or more of the following needs:
- a system identified need;
 - a school identified need;
- 9.9.8.2.2 The value to be gained by the system from the teacher's proposal.
- 9.9.8.2.3 The thoroughness of *the* application.
- 9.9.8.2.4 The degree to which the candidate complies with requests for additional information by the Committee.
- 9.9.8.2.5 In the case of proposals being equally acceptable, applicants who have previously not participated in Option A may be given priority
- 9.9.9 **Application Procedure and Format for Option A**
- 9.9.9.1 Applications shall be submitted to the Secretary, System Training Committee by December 31.
- 9.9.9.2 **Application Format**
- The following information is to be included, in writing, in the initial application:

- Name of Applicant
- School
- Home Address
- Purpose
 - Number of semesters
 - Indication of criteria met
 - 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.
- An outline, detailed discussion and timetable of the program to be undertaken
- A statement regarding compensation expected from outside sources.

- Specific information regarding how the proposal will benefit the system and the school.
- Specific information regarding the applicant's plan to share the benefits derived with others in the system.
- Letters in support of the application may be submitted.

9.9.10 Applicant's Commitments for Option A

9.9.10.1 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.

9.9.10.2 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.

9.9.10.3 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.

9.9.10.4 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.

- 9.9.10.5 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.
- 9.9.10.6 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.
- 9.9.10.7 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

STAFFING AND WORKLOAD

- 10.1 **Instructional Time**
 - 10.1.1 Unassigned time shall be available to the teacher for preparation and marking.
 - 10.1.2 Each full-time classroom teacher shall be assigned a maximum of 6.5 credit and/or credit-equivalent courses plus 0.17 TAP and/or remedial courses.
- 10.2 **Generation of Staff**
 - 10.2.1 The minimum FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the

aggregate, of 21 to 1 based upon a teaching workload of 6.5 credits. This number shall be created by using the projected ADE (minus special education students), times 7.5 credits, divided by 21, divided by 6.5. After each October, the ADE will be adjusted to reflect the October 30th and the projected March 31st numbers. The classroom FTE shall be adjusted at this time.

- 10.2.2 The number of FTE teachers assigned to non-credit special education programmes, including Special Education contained classes and special education facilitators, shall be 15.0 FTE for the 2003-2004 school year.
- 10.2.3 The number of FTE teachers assigned to student services teachers and teacher-librarians shall be 11.3 FTE (of which fourteen (14) sections shall be library) for the 2003-2004 school year.
- 10.2.4 For the 2000-2001 school year, the number of FTE staff allocated to credit courses, to non-credit special education, to Guidance and to Library shall be used in the area for which it has been generated.
- 10.2.5 Effective the commencement of second semester (February 2001), the number of TAP and/or remedial assignments shall be the maximum number provided in the regulation. Effective upon ratification of the collective agreement, the Board agrees to make every effort to ensure equity of assigned time among its secondary classroom teachers.
- 10.2.6 E-Learning
 - 10.2.6.1 Credits that are delivered through Contact North to northern reserves shall remain part of the continuing education contract.

10.2.6.2 The Board will consult with the Bargaining Unit prior to offering electronic credits to other regular day school students.

10.3 Workload and Assigned Time

10.3.1 In order to achieve the 6.67 average workload in the aggregate, the following workload shall be assigned to each full-time classroom teacher who delivers credits or credit equivalent courses:

10.3.1.1 A maximum of six (6) credit or credit-equivalent courses as defined in the Regulations made under the Education Act. A maximum of three (3) credit or credit-equivalent courses shall be assigned per semester unless otherwise agreed to by the Teacher, the Bargaining Unit and the Principal or unless in the case of year long courses.

10.3.1.2 No more than two (2) half-credit courses may be assigned without the mutual consent of the principal, the teacher and the Bargaining Unit except in the case of year long courses.

10.3.1.3 The 0.67 eligible program workload as defined in the Regulations made under the Education Act comprised of TAP, remedial time, supervision, on-calls and special duties shall be assigned as follows:

10.3.1.3.1 For classroom teachers assigned 0.17 TAP (the equivalent of 30 half periods over the course of the school year), they will be assigned a maximum of sixty-five (65) half-periods over the course of the school year consisting of supervision, on-calls and remedial time. Of the sixty-five (65) half-periods,

10.3.1.3.1.1 A maximum of (20) twenty half-periods may be assigned as on-calls over the course of the school year. Every effort will be made to him

Occasional Teachers to replace Teachers who are absent for **more** than **two** (2) periods.

- 10.3.1.3.1.2** Teachers **shall** be assigned to supervise students **or** perform on-call duties up to a maximum of three separate **half-periods** per week and no more than one half-period per day. Supervisions up to nineteen (19) minutes will count as a quarter period assignment. Supervisions over nineteen (19) minutes and **less** than thirty eight (38) minutes will count as a full half period assignment. Exceptions may be made with the mutual consent of the Board, the Teacher and the Bargaining Unit. **Supervision duties and on-call duties shall** be equitably distributed. All such supervisions or on-calls will count towards the maximum number of supervisions or on-calls.
- 10.3.1.3.1.3** A teacher who has completed three (3) half periods supervisions or on-calls in the week will not refuse a supervision, or **on-call in an** emergency situation, which arises on that day; such supervision or on-call will count towards *the* maximum number of supervisions or on-calls.
- 10.3.1.3.1.4** Except in the case of an emergency situation, teachers **shall** be notified of any on-call assignments before the close of the previous school day.
- 10.3.1.3.2** **For teachers who are assigned to TAP:**

 - 10.3.1.3.2.1** **TAP shall** not exceed 30 minutes a week on average. The scheduling of TAP shall not lengthen the instructional day;
 - 10.3.1.3.2.2** Materials required for the **delivery** of the program will be **supplied**.

- 10.3.1.3.3 TAP, supervision/on-call and break schedules shall be developed by the Principal and the School Staffing Committee.
- 10.3.1.4 The assignment of such duties shall not exceed 0.42 of the aggregate system workload assignments.
- 10.3.1.5 For classroom teachers not assigned equivalent program (e.g. TAP, remedial, etc.), a maximum of ninety-five (95) half periods of special duty will be assigned in the library/guidance/computer areas. These teachers will not be assigned TAP, remedial time, supervision, or on-calls.
- 10.3.1.6 A Teacher shall not be assigned duties other than those specified above during the instructional day, excluding the exam periods. Unassigned time shall be available to the teacher for preparation and marking.
- 10.3.1.7 Records of supervision and on-call assignments shall be shared with the Branch President on a monthly basis
- 10.3.2 Teachers assigned less than full-time shall have the amount of other duty (as described in 10.3.1 above) pro-rated according to their contractual credit teaching load. (E.g. for each credit assigned in teaching duties, 16 half periods of other duty will be assigned and the teacher will be paid a sixth ($\frac{1}{6}$) of a full time salary.)
- 10.3.3 Guidance, Library, Special Education Assignments, Co-operative Education, Peer Assistance, and Alternative Education Teachers shall be fully assigned an unstructured timetable in their area.
- 10.3.3.1 Teachers assigned in this manner shall be free of other assigned duties.

- 10.3.3.2** Teachers assigned in this manner shall be assigned to their areas for the full school day with a 25 minute break in the morning, a 25 minute break in the afternoon and a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties.
- 10.3.3.3** Every effort will be made to have teaching assignments in unstructured areas (i.e. guidance, library, alternative education, co-op, and special education) assigned in consecutive blocks of two on timetables in order to promote efficient delivery of services. (E.g. In a five period day, with period 3 designated as the normal lunch period, assignments should be periods 1 and 2 and/or periods 4 and 5 in the unstructured areas.)
- 10.3.3.4** Where an in-school alternative education teacher is fully assigned, one of the alternative education periods in each semester shall have a maximum of three (3) students obtaining a credit from the teacher.
- 10.3.4** A teacher with a mixed schedule of classroom and non-classroom teaching workload may be assigned to a workload proportional to the fraction of their classroom and non-classroom assignments to a maximum teacher workload per week. Teachers assigned in this manner shall be free of other assigned duties.
- 10.3.5** The protocol for the distribution of such timetables indicated above shall be determined by the System Joint Staffing Committee. Records of on-calls and supervision assignments will be kept and will be reviewed on a monthly basis by the School Staffing Committee and/or the Joint Staffing Committee. Concerns regarding the equity of teaching assignments will be reviewed by the System Joint Staffing Committee.

10.3.6 Lunch Break

Each teacher shall be entitled to a lunch break of a minimum of *forty (40)* consecutive minutes between classes, free from assigned duties, between the hours of 11:00 a.m. and 1:00 p.m. or where possible, during the 40 minutes preceding or following the scheduled lunch period.

10.3.7 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.

10.3.8 No teacher shall be assigned duties normally performed by management, or by other bargaining units.

10.3.9 The length of the school year shall be the minimum required under the Education Act.

10.3.10 Instructional periods shall not exceed 75 ' minutes in length, unless otherwise agreed by the Board and the Bargaining Unit.

10.3.11 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

10.3.12 No teacher shall be allocated assigned time over a continuous interval exceeding 188 minutes excluding travel time between periods and/or breaks and homeroom responsibilities.

10.3.13 Members shall not be required to perform their assigned duties at any time which falls outside of the designated school year.

10.4 Night School

10.4.1 A teacher may fulfil contractual requirements with the Board by accepting any combination of Day School, Night School or Summer School credit Courses.

10.4.2 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.

10.4.3 The Board may appoint in accordance to the same procedure as in Article 6.4.3.1, 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.

10.4.4 The above clauses will pertain to Summer School whenever the Board decides to run Summer School.

ARTICLE 11

TRANSFERS

11.1 Procedure

11.1.1 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.

11.1.2 Transfers between panels are for a period of one school year or less.

11.1.3 The transfer may be extended by repeating the process outlined in 11.1.1 above, or by obtaining an assignment via the elementary school placement process.

11.2 **Conditions**

11.2.1 During *the* term *or* 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.

11.2.2 As a transferee to the elementary panel, the teacher *will* be governed by the terms of the Elementary Teachers' Collective Agreement

11.2.3 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.

11.3 **Guarantee to Elementary Transferee**

11.3.1 A teacher who has transferred from the elementary panel, according to the principles identified in Articles 11.1 and 11.2, 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 11.1.1 will transfer all system seniority to the secondary panel and will be placed on *the* secondary teachers' seniority list.

11.4 **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.

11.5 **Retirement/Resignations**

11.5.1 Teachers shall retire no later than the age of sixty-five. Teachers reaching their sixty-fifth birthday on or before August 31st shall retire no later than August 31st of that year. Teachers on reaching their sixty-fifth birthday on or after September 1st shall retire no later than August 31st of the following year."

11.5.2 Except by mutual consent, teachers may only retire/resign effective January 31 or during the period June 30 to August 31. The Board shall not unreasonably withhold consent where the teacher has provided a minimum of thirty(30) days written notice of their intention to retire/resign.

11.5.3 A teacher who wishes to retire/resign on January 31 must notify the Board in writing by November 30 of the previous calendar year.

11.5.4 A teacher who wishes to retire/resign during the period June 30 to August 31 must notify the Board in writing by April 30 of the current calendar year.

11.6 **Salary Deductions**

11.6.1 Leave of Absence for any member of the teaching staff shall be in accordance with the provisions of Article 8.

11.6.2 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.

**11.7 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:

- 11.7.1** 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.
- 11.7.2** 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.
- 11.7.3** 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.
- 11.7.4** Any future reduction of staff within the program will be based on Program Seniority.
- 11.7.5** Only secondary seniority shall be used to obtain positions in the secondary panel outside of the Program.
- 11.7.6** 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.

- 11.7.7 **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 10.4.3 in the secondary collective agreement.**
- 11.7.8 **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.**
- 11.7.9 **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.**
- 11.7.10 **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 11.7.7.**
- 11.7.11 **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.**
- 11.8 **ACQUISITION OF PROGRAM & STAFF**
- The following provisions shall apply to any teachers retained as a consequence of the acquisition of program from another organization.**
- 11.8.1 **The seniority of teaching staff in the specified program shall retain their Program Seniority**

when they become employees of *the* Lakehead District School Board.

- 11.8.2 **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.**
- 11.8.3 **Program Seniority shall only apply to the rights of any teacher within the program.**
- 11.8.4 **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.**
- 11.8.5 **Only Secondary Seniority shall govern the rights of all teachers (with or without Program Seniority) outside the program.**
- 11.8.6 **A teacher who leaves the program to obtain a secondary panel position shall no longer possess Program Seniority.**
- 11.8.7 **Program Seniority shall no longer exist when all staff retained with Program Seniority at the date of transfer no longer have Program Seniority.**
- 11.8.8 **Any staff possessing Program Seniority shall be considered secondary _____ with all the rights and responsibilities identified under the Secondary Collective Agreement.**

ARTICLE 12

SENIORITY, REDUNDANCY, LAYOFF, AND RECALL

12.1 SENIORITY

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 1st and March 1st of each year and shall include all teachers who were members as of September 1st of each year and any members who were added before March 1st.

12.2

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.

12.3

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

- 12.4 Seniority shall mean and be established as follows:**
- 12.4.1 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.**
- 12.4.2 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.**
- 12.4.3 The seniority list shall consist of the names of teachers identified in 12.4.1 and 12.4.2 in decreasing order of years of recognized continuous employment with the Board or its predecessors.**
- 12.4.4 "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.**
- 12.4.5 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.**
- 12.4.6 where teachers have the same seniority as defined in 12.4.4 and 12.4.5 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**
- 12.5 All teachers hired shall be placed on the seniority list:**

- 12.5.1 *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*
- 12.5.2 *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*
- 12.6 **For leaves Incorporating the full contractual status of a teacher, seniority will cease to accumulate:**
- 12.6.1 *after five years of consecutive leave for political office;*
- 12.6.2 *after six years of consecutive leave for Federation business;*
- 12.6.3 *after five years of consecutive leave in a teaching assignment with recognized agencies approved by the Board.*
- 12.6.4 *after three years of consecutive leave for any other reason.*
- 12.7 **Return from Leave**
- 12.7.1 **Leave Outside the Bargaining Unit**
- 12.7.1.1 **If the leaves for one year or less the teacher shall return to the original school. (in the same position of added responsibility, if any).**

12.7.1.2 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.

12.7.1.3 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.

12.7.2 Leave Within the Bargaining Unit

A leave within the system, e.g. staff who have been seconded or appointed (i.e. Coordinators, Federation Officers, Teachers In Charge, Acting Principal/Vice-Principal). These teachers remain a member of the bargaining unit.

12.7.2.1 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).

12.7.2.2 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.

12.7.2.3 At the end of a single term, the EAT Bargaining Unit President shall return to the original school.

12.7.3 Teacher In Charge

12.7.3.1 A Member of the Bargaining Unit may substitute for an absent Principal/Vice-principal for a period of time on a temporary basis not to exceed twenty (20) consecutive school days or forty (40) days in a school year. The Teacher In Charge shall be paid a premium of \$25 per day, or equivalent amount of time, for the period of the assignment.

- 12.7.3.2 A Teacher In Charge ~~may~~ resume ~~the~~ teacher's regular assignment subject to forty-eight (48) hours' written notice to ~~the~~ appropriate Supervisor.
- 12.7.3.3 The replacement ~~of~~ an absent Principal/Vice-principal by a Member of ~~the~~ Bargaining Unit shall not result in any additional duties or workload for ~~other~~ Bargaining Unit Members.
- 12.7.3.4 Bargaining Unit Members serving as a Teacher In Charge shall not discipline or evaluate other Bargaining Unit Members.
- 12.7.3.5 The Member shall continue to be a Member of ~~the~~ Bargaining Unit with all of ~~the~~ rights, privileges and obligations thereof, including but not limited to ~~the~~ payment and deduction of Union/Bargaining Unit dues.
- 12.7.4 Acting Principal/Vice-principal
- 12.7.4.1 The parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-principal on a temporary basis for a period of more than twenty (20) school days but not to exceed one (1) school year.
- 12.7.4.2 The teacher acting as Principal/Vice-principal shall be paid at ~~the~~ starting grid salary for ~~the~~ position, pro-rated for the period of the temporary assignment, or the teacher's salary, whichever is greater.
- 12.7.4.3 A teacher acting as a Principal/Vice-principal shall continue to pay union dues in accordance with article 4.1.
- 12.7.4.4 A teacher acting as Principal/Vice-principal shall not result in an increased workload for other Bargaining Unit members.

12.8

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 Employee Relations, and/or,
- an appropriate prior successful teaching experience in the judgment of *the* Superintendent of Employee Relations.

RECALL

-occurs when a teacher's contractual status is not fulfilled during the placement process and the teacher's name is then placed on the recall list by seniority. The qualified teacher will be offered 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.**

12.9 Redundancy Process

- 12.9.1 **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 in advance of the commencement of the redundancy process.**
- 12.9.2 **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.**
- 12.9.3 **By April 11, the Principal shall organize the school in accordance with seniority and qualifications as defined below, (~~saw~~ and except positions of responsibility) utilizing the full-time equivalent complement ~~above~~ and based on *the* staffing needs determined by the school program.**
- 12.9.3.1 **A teacher will not be assigned or be entitled to a position for which the teacher is *not* qualified.**
- 12.9.3.2 **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 Employee Relations.**
- 12.9.3.3 **The Principal shall notify teachers whose tentative assignment will require qualifications**

different than those required for the present assignment.

- 12.9.4** Prior to hiring any teachers not presently contracted, part-time teachers who have expressed an interest in increasing their contractual status prior to March 1st, shall be placed into available vacant positions, for which they hold qualifications and experience, existing after the provisions of Article 12 have been satisfied. Placements shall be by the Superintendent of Employee Relations before the end of June. A part-time teacher who has received an unsatisfactory performance review shall not be eligible for an increase in time until an evaluation indicating a satisfactory performance review has been completed.
- 12.9.5** After June 30th, part-time teachers who have met the conditions specified in 12.9.4, and where conditions of qualifications and availability are met, will be placed by the appropriate superintendent into available vacant positions before teachers are hired under the provisions of 12.9.3.3
- 12.10** 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:
- 12.10.1** Where the FTE number of teachers in the school, including the teachers on leave returning to the school exceeds the projected FTE number of teachers in 12.9.2, the least senior teacher(s) shall be declared surplus to the school. A teacher cannot be declared surplus for less than contractual FTE status.
- 12.10.2** 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.
- 12.10.3 To be placed in a position of chair effective other than September 1, a teacher must have a full time position as a teacher.
- 12.10.4 Once placed as a chair the teacher is exempt from surplus declaration for the term of appointment, up to 6 years.
- 12.10.5 **Bypass**
- 12.10.5.1 The least senior teacher may be by-passed as the teacher declared surplus after the Principal has:
- Determined the programs to be offered in the school.
 - Examined the qualifications of the teachers in the school
 - Ascertained that the school cannot reasonably be reorganized to incorporate the teaching assignment of the least senior teacher.
- 12.10.5.2 If the Principal by-passes the least senior teacher, the next least senior teacher must be declared surplus as provided for in 12.10 above until the surplus teacher is identified
- 12.10.6 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.

- 12.10.7** By April 16, the Principal shall provide, in writing, an explanation of all bypasses, a tentative school organization, and a description of all vacant positions to the Superintendent of Employee Relations and the EAT Unit President.
- 12.10.8** 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 12.13.5. Principals may use 12.10.1 to create the available periods.
- 12.10.9** A teacher declared surplus as a consequence of the 12.10.8 designation, may appeal the designation to the By-Pass Committee identified in 12.11.
- 12.10.10** If, at the conclusion of the placement meeting identified in 12.13 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
- 12.10.11** Teachers who have been declared surplus to the school shall be considered at the Placement Meeting in accordance with the procedures outlined in 12.13.
- 12.11** **Bypass Committee**
- 12.11.1** The Redundancy Committee shall act as the Bypass Committee and adjudicate all requests. This committee shall meet within three school days from the date of notification of surplus staff.

- 12.11.2 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 12.10.6, to the Superintendent of Employee Relations, an opportunity to discuss the by-pass decision.
- 12.11.3 The decision of the committee is binding on all parties and shall not be the subject of a grievance.
- 12.12 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.
- 12.12.1 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.
- 12.12.2 One year positions are not to be considered during the above process.
- 12.12.3 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 12.12.1.
- 12.12.4 Positions which are created by the Committee on Redundancy plus vacant positions shall be posted within the system for 5 working days. Surplus teachers shall be provided with a copy of the posting.

- 12.12.4.1** Following receipt of all vacant positions each surplus teacher, including those who have self-declared under Article 12.9.3.2, must complete the required form.
- 12.12.4.2** 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.
- 12.12.5** Teachers who are surplus shall be invited to attend the placement meeting referred to in clause 12.13 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.
- 12.13** **Placement Meeting**
- 12.13.1.** On or before the first Thursday of June, 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.
- 12.13.2** The placement process in this article may not be used to increase contractual status.
- 12.13.3** 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.
- 12.13.4** The Chair of the Committee on Redundancy shall first inform the teacher of the consequences of refusal to accept any such vacancy.

- 12.13.5** 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.
- 12.13.6** On ~~or~~ before the third Thursday in June, the Committee on Redundancy shall declare those teachers not placed by way of clause 12.13.5 redundant to the secondary school system.
- 12.14** Recall
- 12.14.1** A redundant teacher will be placed on a recall list for two years. A teacher whose recall rights have expired shall be retained on the Board's short list and treated in accordance with Article 12.9.3.2. In no case shall this entitlement extend beyond two years from the time the teacher is placed on recall.
- 12.14.2** A teacher retains seniority while on the recall list.
- 12.14.3** Qualified teachers on the recall list will be considered in order of seniority for positions which became available during the school year.
- 12.14.4** A teacher declared surplus has the responsibility to ensure that the Federation President and the Superintendent of Human Resources have an accurate record of the teacher's current address and telephone number during the complete time that the teacher is identified as surplus or remains on the recall list.
- 12.14.4.1** 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.

- 12.14.4.2 **A surplus teacher bypassed shall be notified of the circumstances of the bypass and the contents of this Article by registered mail.**
- 12.14.4.3 **A surplus teacher who is bypassed a second time in the same school year shall lose all recall and seniority rights.**
- 12.14.4.4 **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.**
- 12.14.5 **Should a qualified teacher refuse an assignment, the teacher shall lose all recall and seniority rights.**

12.15 Eligibility for Redundancy Options

- 12.15.1 **A teacher is eligible for redundancy options in 12.16 equal to the teacher's contractual status when the teacher is placed above the line identified in clause 12.15.2 on the seniority list.**
- 12.15.2 **The Committee on Redundancy shall establish the line no later than April 15th 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 March 1st**
- 12.15.3 **A teacher who was eligible for redundancy options in accordance with clause 12.15 and then becomes ineligible for those redundancy options by the calculations in 12.15.1 and 12.15.2 above, shall be subject to the following terms and conditions:**

- 12.15.3.1** 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 12.16.
- 12.15.3.2** 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 12.16.
- 12.16** 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.
- The teacher shall select one of the following options:
- 12.16.1** Permanent Supply
- 12.16.1.1** That the teacher be placed on permanent supply to a maximum of six (6) FTE currently on the permanent supply list.
- 12.16.1.2** 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 12.13.6, the teacher shall be terminated.
- 12.16.1.3** Any qualified teacher placed on permanent supply shall remain on the recall list.
- 12.16.1.4** 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.

12.16.1.5 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.

12.16.2 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,

12.16.3 Elementary Placement

With the mutual consent of the teacher and the Board, the teacher be placed in the elementary panel where there is a vacancy for which the teacher is qualified.

12.16.3.1 Any qualified teacher placed in the elementary panel shall remain on the recall list.

12.16.3.2 In the event that a vacancy becomes available in the secondary panel for which the teacher is qualified, the teacher shall be recalled to that position. The recalled teacher shall remain in the elementary panel until a suitable replacement can be found but no later than December 31st for a vacancy in first semester/term or no later than the end of the school year for a vacancy that becomes available after December 31st. The Board may fill the secondary vacancy with an

occasional teacher until ~~such time~~ the **recall** can be facilitated.

- 12.16.4** In the event that a redundant teacher who is **eligible** for redundancy options cannot be assigned to either the permanent supply pool of the elementary panel, the Board shall **administratively assign** the teacher to any teaching assignment in the secondary panel over and above the **staff** that the generation formula **creates**. This teacher shall retain the **right of recall** to a permanent secondary vacancy.
- 12.16.5** Teachers may only **select** the following options if they receive the agreement of the Committee on Redundancy.
- 12.16.5.1** **Retraining**
- 12.16.5.1.1** 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.
- 12.16.5.1.2** 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
- 12.16.5.2** **Other**
- Any other arrangement mutually **agreeable** to the Committee of Redundancy and the teacher.

12.17 **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.

12.18 **Refusal to Select Option**

If any redundant teacher refuses to select any of the options available in 12.16, *the* teacher shall lose all recall and seniority rights.

12.19 **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.

12.20 **Classroom Teachers**

12.20.1 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.

12.20.2 In the year(s) of school closure *the following* principles, in relation to staffing, shall be considered by the appropriate school(s) superintendent

- The maintenance of positions of added responsibility or their equivalent at the school to be closed.

- The allocation of additional staff in the school to be closed to maintain a viable level of service.
- 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.

12.21 Transfers

12.21.1 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 12.9.3.2 (& declaration). Transfers arranged under this clause will be made following final consultation with the teacher.

12.21.2 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

LEADERSHIP AND CHAIR STRUCTURE

13.1 Chairs

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

- 13.2 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.
- 13.2.1 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.
- 13.3 **Chair Structure**
- 13.3.1 Each composite school shall have 8 organizational units led by a chair. These units shall be as follows:
- Business
 - Communications (English and Modern)
 - Mathematics
 - Science
 - Student services, Co-operative Education and Information Services
 - Social Sciences (Geography, History and Family Studies)
 - The Arts (Physical Education, Art, Music, Drama)
 - Technical Studies
- 13.3.2 Each collegiate shall have 7 organizational units led by a chair. These units shall be as follows:
- Business
 - Communications (English and Moderns)
 - Mathematics
 - Science
 - Student Services, Co-operative Education and Information Services

- **Social** Sciences (Geography, **History** and **Family Studies**)
- **The Arts** (**Physical Education**, **Art**, **Music**, **Drama**)

- 13.3.3 Each chair shall be paid an additional responsibility allowance equivalent to **6.7%** of **Cat IV** maximum per annum.
- 13.3.4 A chair must have specialist certification in at least one subject area in the organizational unit.
- 13.3.5 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.
- 13.3.6 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.
- 13.3.7 Where, in the opinion of the Superintendent responsible for **Secondary Staffing**, no teacher qualified for appointment is available, the Board may appoint a less qualified teacher as **Acting** Chair, until such time as a fully qualified teacher for the position as Chair is available.
- 13.3.8 If a qualified applicant is unsuccessful in obtaining a position as chair, the **Director of Education** will state in Writing the reason for the decision.

- 13.3.9** In ~~the~~ event a chair is required to be replaced during ~~the~~ school year, ~~the~~ appropriate area, 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.
- 13.4** 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.~~
- 13.5** 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 14

CONTRACT MAINTENANCE, GRIEVANCE AND ARBITRATION

- 14.1** **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.
- 14.2** **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.

- 14.3 **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

- 14.4 **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.
- 14.5 **Step 2**
When the EAT Executive supports the Teacher, it shall take the matter, forthwith, to the superintendent responsible for secondary schools or designate who shall make a ruling within five days after receiving written notice from the local EAT Executive.
- 14.6 **Step 3**
When the written ruling from the superintendent responsible for secondary schools 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.

14.7 **Step 4 – Committee of Review**

14.7.1 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.

14.7.2 The Board maintains the right to Institute a Policy Grievance at this step.

14.7.3 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.

14.8 **Step 5 – Arbitration**

14.8.1 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.

14.8.1.1 **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 14.8.3.7.

14.8.1.2 **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.

14.8.2 Failing 14.8.1, the Parties recognize that each Party may elect to be represented by counsel during the arbitration procedure.

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

14.8.3.1.1 **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.

14.8.3.1.2 The Party receiving the notice shall appoint its nominee within five (6) days.

14.8.3.2 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.

- 14.8.3.3** 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.
- 14.8.3.4** 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 14.8.2 and 14.8.3 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 14.8.2 and 14.8.3.
- 14.8.3.5** 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.
- 14.8.3.6** Each Party shall pay for the expense of its nominee to the Arbitration Board and one-half the cost of the Chair.
- 14.8.3.7** 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.

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

14.9 Just Cause

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

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

The provisions of this Article shall not apply to:

- discharge or transfer as a consequence of the normal redundancy process as per Article 12.
- term appointments exclusive of the normal redundancy process as per Article 12
- administrative transfers/placements of teachers holding positions of added responsibilities

- 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

HEALTH AND SAFETY

- 15.1 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations at minimal acceptable standards. Both the Union and the teachers shall cooperate with the Board to the fullest extent possible in the prevention of accidents and the reasonable promotion of safety and health.
- 15.2 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.
- 15.3 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.
- 15.4 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.

- 15.5 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.
- 15.6 Where a teacher knows of a hazard that may endanger the teacher or another worker, or knows of a contravention of the Occupational Health and Safety Act or the regulations, the teacher shall report to the Principal and the worker representative on the Joint Health and Safety Committee.
- 15.7 The employer shall take every precaution reasonable in the circumstances for the protection of the worker.
- 15.8 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*.
- 15.9 All activities of Health and Safety Committees will be governed as per the agreed guidelines established under the Health and Safety Act.
- 15.10 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.
- 15.11 The Board shall carry out such training for workers, supervisors and committee members as may be prescribed by the Occupational Health and Safety Act. Additional requests for training should be forwarded to the Board Health and Safety Officer for consideration.

ARTICLE 16

TEACHER EVALUATION AND PROBATION

- 16.1** 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.
- 16.2** 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.
- 16.3** 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.
- 16.4** 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.

- 16.5** 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~~.
- 16.6** 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.
- 16.7** **Procedures**
- The Board shall consult with the Bargaining Unit regarding ~~any new policies or operating~~ procedures relating to performance appraisal.
- 16.7.1** 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.
- 16.7.2** Area Superintendents will submit their recommendations for permanent contracts to ~~the~~ Superintendent of Human Resources as follows:

- On or before November 30 for teachers who are eligible for permanent contracts between January 1 and June 30;
- On or before May 30 for teachers who are eligible for permanent contracts between September 1 and December 31.

16.7.3 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:

16.7.3.1 New Staff

16.7.3.1.1 A minimum of two performance reviews per year of each of the first two years. These reviews will be conducted by the Principal or the Vice-Principal. A copy of reviews will go to the respective teacher, a file in the school office, and a copy submitted to the area superintendent for placement on file at the Education Centre.

16.7.3.1.2 If the Principal writes an unsatisfactory evaluation (appraisal) of a teacher, the teacher and the Bargaining Unit President will be so informed. The teacher shall be informed, in writing, of what needs to be improved and a recommendation of what steps and actions the teacher should take to improve his or her performance.

16.7.3.2 Permanent Staff

16.7.3.2.1 A teacher on permanent contract will normally receive two performance reviews in the year of evaluation, once every three years.

16.7.3.2.2 The performance reviews 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.
- 16.7.3.2.3** **Exceptions to the frequency** of formal performance reviews as specified in 16.7.3.2.1. may be made through the Area Superintendent.
- 16.7.3.2.4** Copies of performance reviews for staff members on permanent contracts are kept on file in the school and at the Education Centre.
- 16.7.3.2.5** 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 appraisal process as well. The role of Chairs shall be limited to that of providing assistance to the department member.
- 16.7.3.2.6** If the Principal writes an unsatisfactory evaluation (review) of a teacher, the teacher will be so informed, and shall be informed of what needs to be improved and told what he/she shall do to improve.
- 16.7.3.2.7** The Principal shall inform the teacher and the Bargaining Unit President, in writing with a copy to the Area Superintendent that the process of "On Review" has been initiated.
- 16.7.3.2.8** When a teacher has two unsatisfactory performance reviews in a row, the Bargaining Unit reserves the right to submit a grievance up to the last day in the school year in which the second performance appraisal occurs.
- 16.8** **Disposition of Performance Reviews**
- 16.8.1** The teacher receives every performance review.

- 16.8.2 **A copy of the performance review shall be kept on file in the school and on file in the Education Centre.**
- 16.8.3 When a **teacher** transfers to another school within **the system**, **the Principal** with the **file** will **forward** the **school's** copy of the performance review to **the Principal of the receiving school.**
- 16.9 **Documentation for Competence**
- 16.9.1 Documentation for competence **is** defined as **the process to be followed** when **the Principal has given the teacher an unsatisfactory performance review**, and followed it up with **another** unsatisfactory evaluation within sixty (60) school days.
- 16.9.2 **Procedures for Documentation**
- 16.9.2.1 The Principal shall inform **the teacher**, in writing, that he/she **has received a second** unsatisfactory evaluation and **that the process of 'On Review' has begun.**
- 16.9.2.2 **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.**
- 16.9.2.3 **The Principal shall develop, in writing, and in consultation with the teacher, a planned program for improvement which includes the following items:**
- 16.9.2.3.1 **Time lines for future classroom visits by the Principal;**

- 16.9.2.3.2 Where appropriate, **assistance** by the **Chair, the Vice-Principal**, other support **persons, and/or** visitations to other classrooms;
- 16.9.2.3.3 A specified interval for Improvement and notice that a further assessment will be made after the identified interval;
- 16.9.2.3.4 State **clearly**, that should **improvements** not be evident at the end of the **specific** interval (120 school days), that a **recommendation** for **termination of contract** will be made to the Board.
- 16.9.2.4 **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.
- 16.9.2.5 **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.
- 16.9.2.6 Should the Board **terminate** the **contract** of *the* teacher, it is the **responsibility** of the Board to **provide**, where applicable, the reasons for **termination**.
- 16.9.2.7 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.

16.10 Appeals Process

16.10.1 When a teacher has two unsatisfactory performance appraisals in a row, the union reserves the right to submit a grievance up to the last day in the school year in which the second performance appraisal occurs.

16.11 Discipline

All letters of discipline shall be kept on file both in the school office and the Education Centre. A Member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the Member's personnel file after two years if that Member has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond, in writing, within fifteen school days as to whether or not such request shall be granted. Where the request is denied, the Superintendent shall provide the reason for denial, in writing to the Member.

16.12 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.

PERFORMANCE REVIEW PROCESS FOR CHAIRS

16.13 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.

- 16.14 Procedure
- 16.14.1 The Principal is responsible for the performance review of Chairs.
- 16.14.2 Although the Principal is accountable for supervision of staff, these duties may also be delegated to the Vice-Principal.
- 16.14.3 The Role Description – Chairs will be used as a guideline to develop priorities.
- 16.14.4 Priorities will be established early in the school year and will be written.
- 16.14.5 The priorities will be arrived at through a cooperative consultative process with the Principal. A Chair will solicit input from the organizational unit staff.
- 16.14.6 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.
- 16.14.7 The Principal and each Chair will cooperatively develop a written performance review at least once every three years.
- 16.14.8 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.
- 16.14.9 The Chair receives every performance review written by the Principal.

- 16.14.10** 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.
- 16.14.11** 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 appropriate superintendent.
- 16.15** **Disposition of Performance Review**
- 16.15.1** 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 16.14.10 or 16.14.11 above.
- 16.15.2** When the follow-up activities referred to in 16.14.11 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.
- 16.15.3** Should a Chair, involved in one of the situations described in 16.14.10 or 16.14.11 above, transfer to another school within the system, the Principal will forward all copies of performance reviews on file to the appropriate superintendent. The 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 appropriate superintendent.

ARTICLE 17

COMMITTEES

- 17.1 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~~.
- 17.2 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 $\frac{1}{2}$ day or more.
- 7.3.1 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:
- 17.4.4.1 **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.
- 17.3.1.2 Consultations **with** teachers **with regard** to new school buildings, extensions to **existing** buildings, and **renovations** to them.
- 17.3.1.3 **In-service Teacher Training.**
- 17.3.1.4 Implementations of new teaching techniques.
- 17.3.1.5 Any **other** matter of any **other** nature designed to improve the **teaching-learning** situation in **the Secondary School system.**
- 17.4.1 The Teacher-Board Education Committee shall appoint a **sub-committee** on **staff allocation** by September 30, and maintain such a **sub-committee** from **year** to year to manage the **staffing requirements of the secondary system** and to **allocate** the system's "minimum eligible course obligations" for classroom teachers and the **FTE** Guidance and Library teachers to **each secondary school.**
- 17.4.2 The **sub-committee** shall be comprised of equal representation from the **Board and the Bargaining Unit:**
- 17.4.3 The subcommittee shall:
- 17.4.3.1 **review**, as soon as feasible after the release of Ministry **school board** funding but no later than **April 30th**, the **total complement of** secondary system teaching personnel needed for the **following year in accordance with article 10.2;**
- 17.4.3.2 calculate the minimum eligible course obligations" for the secondary system's classroom teachers in **accordance** with **Section 170.2(2.1) of the Education Act** and **applicable**

Regulations, and allocate to each school its share of the 'minimum eligible course obligations' for all of its secondary classroom teachers.

- 17.4.3.3 review the number of FTE staff, from *those* allocated to the school in accordance with article 17.4.3.2 above, to be allocated to non-credit programmes in Special Education;
- 17.4.3.4 review the number of FTE teachers to be assigned in each of Guidance and Library and shall allocate to each school its share of the *system FTE in each of these areas*;
- 17.4.3.5 have the right to review the application of surplus and redundancy procedures and ensure that procedures are properly followed;
- 17.4.3.6 publish and distribute its calculations to all In-School Staffing Committees and shall meet with one or all of them, *if required*, to review each school's share of the system's *secondary staff*.
- 17.4.4 **In-School Staffing Committee**
- 17.4.4.1 *An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.*
- 17.4.4.2 *An In-School Staffing Committee shall be comprised of the following:*
- the OSSTF Branch President or designate from the Branch Executive
 - the Branch Collective Bargaining Representative or designate from the Branch Executive
 - the Principal; and
 - a Vice-Principal

- 17.4.4.3** The Committee will act as an advisory body to review the staffing of *the* school upon being allocated staff by *the* superintendent responsible for staffing secondary schools.
- 17.4.4.4** The Committee shall review the allocation to the school of the secondary system's 'minimum eligible course obligations' for classroom teachers, including non-credit Special Education classroom teachers, as well as the allocations to Guidance, Library and Special Education Support teachers for the school year and will provide feedback to the Teacher-Board Education sub-committee on the matter.
- 17.4.4.5** The Committee will provide input to the Principal with respect to the allocation of the school's 'minimum eligible course obligations' to each classroom teacher.
- 17.4.4.6** The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- 17.4.4.7** The Committee will meet regularly and report to the Teaching Staff a minimum of once per semester.
- 17.4.4.8** Nothing in this Article precludes the Principal from seeking input from Chairs, Individually or as a group of Chairs, on staffing needs in the school.

APPENDIX A 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:

- 1 Covers the difference between ward coverage and semi-private.
- 2 Covers the difference between OHIP ward and semi-private.

Medical Supplement:

- 1 \$10 deductible/single; \$20 deductible/family per year
- 2 **Covers:**
 - 2.1 Prescription drugs that are available only by prescription are covered
 - 2.2 Doctors charges, other hospital services excluding room charges and other medical services outside of Canada are included (see detailed information)
 - 2.3 Private nursing care (not in hospital)
 - 2.4 Professional services, licensed masseurs, chiropractors, osteopaths, naturopaths, podiatrists, speech therapists, psychologists with some limitations (see your benefit booklet)
 - 2.5 Dentists for accidental damage to teeth
 - 2.6 Rented medical equipment
 - 2.7 Licensed ambulance service
 - 2.8 Physiotherapists to a maximum of \$750/person/annum (effective September 1, 2002).
 - 2.9 Laboratory services
 - 2.10 Radiotherapy

2.11 Private room (difference between semi-private and private room)

2.12 Hearing

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

Dental Benefits

1 General Benefits – 100% Payment of:

1.1 Oral Examination

1.1.1 One complete every 24 months

1.1.2 Recall twice a calendar year with a 5 month interval for dependents less than 19 years of age and recall every Q months for members and dependents 19 years of age and over.

1.1.3 Emergency or specific examinations

1.1.4 Radiographs and radiographic interpretations once every 24 months.

1.1.5 Bite wing radiographs two per year with a 5 month interval. Effective January 1, 2001, recall every 9 months for members and dependents 19 years of age and over

1.1.6 Radiograph to diagnose a symptom oral exam a particular course of treatment

1.1.7 Oral hygiene instruction. Once every 5 months for dependents under 19 up to a maximum of 2 sessions per benefit year and once every 9 months for persons age 19 and over

1.2 Required consultation with another dentist

1.3 Prophylaxes and topical examinations – two a year with a five month interval. Effective January 1, 2001, recall every Q months for members and dependents 19 years of age and over

1.4 Emergency or palliative services

1.5 Diagnostic testing and laboratory examinations

1.6 Removal of impacted teeth and related anaesthesia

1.7 Provision of spacers for missing primary teeth

2 Restorative and Surgical Procedures – 100%

Payment of:

- 2.1 Fillings
- 2.2 **Removal of teeth**
- 2.3 **Preformed stainless steel crowns and repairs to preformed stainless steel crowns**
- 2.4 Endodontics
- 2.4.1 root canal therapy and fillings
- 2.4.2 treatment of disease of the pulp tissue
- 2.5 Periodontics: treatment of the disease of gums and other supporting tissues to the teeth
- 2.6 Repairs to bridges and dentures
- 2.7 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:
 - 3.1 Inlays and onlays
 - 3.2 Crowns and repairs to crowns, other than repairs to preformed crowns
 - 3.3 Construction and insertion of bridges
 - 3.4 Replacement – **once every five years** to replace equivalent bridge (see detailed information)
- 4 **Collection of benefits:**
 - 4.1 **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

- 1 Basic Group Life
 - 1.1 Payable by the Board:
 - 1.1.1 Two times Cat IV Maximum or two times annual salary, whichever is greater.
 - 2 Optional Group Life – payable by employee
 - 2.1 Self:
 - 2.1.1 steps of \$10,000 up to a maximum of \$500,000.
 - 2.1.2 election to join the optional plan when initially employed or at a later date subject to medical certification.
 - 2.1.3 available to permanent employees at least half-time or more.
 - 2.1.4 rates are unisex, with age bands and smoker/non-smoker designations.
 - 2.2 Spouse:
 - 2.2.1 steps of \$10,00 up to maximum of \$200,000.
 - 2.3 Children:
 - 2.3.1 \$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).
- 3 During L.T.D. Disability:
 - 3.1 No cost in premium.
- 4 Upon Retirement
 - 4.1 Teachers retiring before age 65 may continue the group coverage and the optional coverage with the full cost being borne by the retiree.
 - 4.2 Coverage ends at age 65.

Vision Care

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

APPENDIX B PREGNANCY/PARENTAL LEAVES AND BENEFITS

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

	FEDERAL (Employment Insurance Benefits)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
PARENTAL	<ul style="list-style-type: none"> two week waiting period (no E.I. benefits) 15 weeks of E.I. benefits up to 35 weeks of E.I. benefits for natural or adoptive parents mother OR father OR shared parent must have had 700 hours of insurable earnings in the last 52 weeks if baby's birthdate prior to December 31, 2000 parent must have had 600 hours of insurable earnings in last 52 weeks if baby's birthdate is after December 30, 2000 maximum of 50 weeks of combined sickness/maternity/parental 	<ul style="list-style-type: none"> allows up to 17 weeks of leave up to 37 weeks of leave for natural or adoptive parents mother AND father are eligible must have been hired by employer at least 13 weeks before due date and must give at least 2 weeks notice seniority accumulates during the leave reinstatement to position held before leave is guaranteed employer will continue to pay its share of the parent's benefits if the parent continues to pay his/her share 	<ul style="list-style-type: none"> benefits are the lesser of 55% of salary or the maximum established by E.I. Lakehead District School Board pays equivalent to E.I. benefits during the two week waiting period E.I. pays for 15 weeks following waiting period mother and father MAY share up to a combined total of 35 weeks of E.I. benefits (at the lesser of 55% of salary or maximum established by E.I.) benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefits. the Lakehead Board may allow an unpaid leave of absence over and above the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and employer's share.

If you contemplate accessing any of the above benefits, contact Human Resources for clarification. The above chart is meant as a guide and is not to be considered definitive

Appendix B

Maternity

Supplemental Employment Benefits (SEB)

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

Post Delivery (Maternity Leave)

Employees are also eligible to top-up their EI benefits, up to a maximum of six (6) weeks, (from their sick leave earnings bank or from the STD plan)

To receive this supplement, an employee must supply Human Resources with adequate information from HRDC reflecting their weekly wage rate. The top-up pay will be the difference between what an employee receives from Employment Insurance and their normal pay including any payments generated from the SEB plan. Pay will not however exceed 100% of the employee's normal weekly earning.

Employees who do not qualify for EI Payments, may access paid sick leave benefits up to a maximum of six (6) weeks for the post partum recovery period as certified by a medical practitioner. To receive such pay the employee must provide adequate proof to Human Resources.

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

Note: Teachers and ten month employees shall only be paid for time that falls in their normal scheduled work period

Letter of Agreement

Between
The **Lakehead District School** Board
and
The Education Act Teachers' Bargaining Unit
Thunder Bay District 6A, OSSTF

The parties agree to a **full** review of the benefit plans for members of the **Education Act Teachers' Bargaining Unit**. Plans include but are not limited to **Life** Insurance, Dental, Vision, and Extended Health Plans.

The Board agrees

1. to supply any information requested from it by the bargaining unit or its agent(s) regarding the benefits administrative contract with Sunlife, benefits usage history by the members of the bargaining unit and all revenues and expenditures related to the usage of benefits by the members of the bargaining unit as long as the information is in a form that does not violate the individual members' rights and protections under the Freedom of Information and Protection of Privacy Acts (the information may be, but not limited to, statistical and financial summaries);
2. to comply with reasonable information requests from the bargaining unit or its agent(s) in a timely fashion; and
3. to incur any reasonable cost of providing the information requested.

During the benefits plan review, the bargaining unit agrees

1. to inform and educate its members of the current status of the benefits plan, the cost of the plan historically, current costs and projected costs;
2. to inform its members that the review is for the purpose of assuming control and responsibility of its benefits plan:

3. to inform and educate its members of the advantages and disadvantages of continuing with the current arrangement for benefits and of the advantages and disadvantages of assuming control and responsibility for benefits.

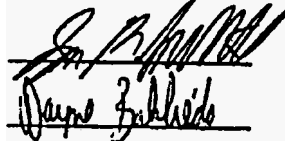
Upon the completion of the benefits plan review, the bargaining unit agrees

1. to hold a general membership meeting and vote on assuming control and responsibility of the benefit plans,
2. to bring the results of that vote and the review to the next set of negotiations, and
3. negotiate changes in the benefit plans.

The terms of this Letter are subject to the grievance procedure as set out in the Collective Agreement.

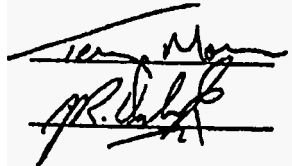
Dated at Thunder Bay, Ontario this 5th day of JUNE, 2002.

For the Board



Wayne Zalko

For the OSSTF



R. Dabek

Letter of Agreement
Between
Lakehead District School Board
(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 Federation)

RE Chair Structure Review Committee

The parties agree to adopt the following changes to the existing Chair Structure, Chair Allowance, and the Co-Curricular Co-ordinator Allowance, for the 2003-2004 school year only, and recognize the Chair Structure Review Committee will be presenting its recommendations for consideration and possible implementation in the 2004-2005 school year.

7.4.1 Chair Allowance

7.4.1.1 remain the same (under review)

7.4.1.2 A chair will hold certification in at least one subject area within the organizational unit, but an honours specialist is preferred.

7.4.2 Co-ordinator of Co-Curricular Inter-School Activities Allowance

7.4.2.1 remain the same (under review)

7.4.2.2 remain the same (under review)

13.3: Chair Structure

13.3.1 remain the same (under review)

13.3.2 remain the same (under review)

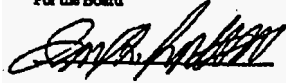
13.3.3 remain the same (under review)

- 13.3.4** A chair will hold **certification** in at least one subject area within the organizational unit, but an **honours specialist is preferred.**
- 13.3.5** Each chair appointed for the 2003-2004 school year will be appointed for a one year term. By March **17, 2003**, any chairs at the **3 year** and **6 year** term **position** will be invited to renew their *chair position* for the **2003-2004 school year only**, with the understanding that **all chair positions** are under review. No application process take place for any **chair position** vacancies in the 2003-2004 school year, if the incumbents choose not to renew their positions, the **vacancies will be filled from the existing short lists first**, and then internally by the principal on an **acting basis**. If a chair does not renew the term, the chair **shall be retained in the school as a teacher subject** to the redundancy process.
- 13.3.6** In organizational units for **which** a short list exists, the principal of a school **shall** select individuals from the short list to fill any chair vacancies. In organizational units for which no short list exists, there will be no renewal process of the short list, and the principal of a school may select an individual to fill the chair vacancy on an acting basis for one year only. An individual *may* refuse an appointment and remain on the short list. All other **aspects** of the short list are under review.
- 13.3.7** will be **inoperative** for the 2003-2004 school year.
- 13.3.8** will be **inoperative** for the 2003-2004 school year.
- 13.3.9** remain the same (under review)

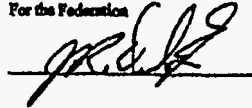
Upon completion of a new chair structure, the Chair Restructuring Committee will present its recommendations to the Federation President and Board Administration for consideration and possible implementation, beginning in the 2004-2005 school year. These recommendations will be presented to both parties : a date no later than December 31, 2003.

Dated at Thunder Bay this June 4 day of June, 2003.

For the Board

A handwritten signature in black ink, appearing to be "C. A. ...", written over a horizontal line.

For the Federation

A handwritten signature in black ink, appearing to be "M. ...", written over a horizontal line.

Letter
of Agreement

Between
The **Lakehead District School Board**
and
The **Education Act Teachers' Bargaining Unit**
Thunder Bay District 8A, OSSTF

Retirement Gratuity Study Committee

The parties agree to a full review of the Retirement Gratuity plan for members of the Education Act Teachers' Bargaining Unit.

The committee will be comprised of up to three members from the Board and up to three members from the bargaining unit. The committee will review the current plan and potential alternative plans that would provide an equivalent or improved benefit to bargaining unit members as well as address needs and concerns of the Board regarding cost containment and future financial liability.


The goal of this committee is to report to the respective negotiation committees with a plan to amend the current retirement gratuity plan in the next round of negotiations. The final report of the committee will be tabled as part of the negotiations.

The Board agrees to:

1. supply any information requested by the committee or its agents regarding the history of the retirement gratuity;
2. incur any costs associated with the committee, including, but not limited to, providing time release for bargaining unit members, and
3. to review requests from the committee in providing consulting services and legal advice.


Dated at Thunder Bay, Ontario this 5th day of JUNE, 2002.

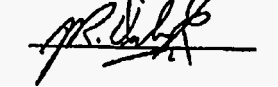
For the Board



Wayne Zuhlke

For the OSSTF





Letter of Understanding: Class Size Guidelines

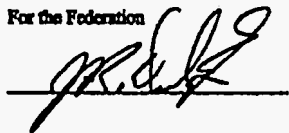
The Board and the Bargaining Unit agree that class size is an important component of a quality learning environment and that class size should vary according to different streams/destinations. In order to determine the distribution of class size within the Lakehead secondary schools, the System Staffing Committee will prepare a report on class size using the "teacher timetables with used seats" as of September 30th and February 28th. Prior to September 30, 2003, the System Staffing Committee will develop class size guidelines which shall be used as a basis of comparison in the development of a variance report. Such variance report shall be distributed to the respective parties prior to October 31st, 2003 and March 31st, 2004.

Dated at Thunder Bay this 4 day of June, 2003.

For the Board



For the Federation



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