

COLLECTIVE AGREEMENT

B E T W E E N:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

September 1, 2001 to August 31, 2003

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THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD
O.E.C.T.A. THUNDER BAY ELEMENTARY BARGAINING UNIT

TEACHERS' AGREEMENT

SEPTEMBER 1, 2001 TO AUGUST 31, 2003

SECTION 1 - CONDITIONS OF EMPLOYMENT

INTERPRETATIONS - in this agreement:

- (i) "Teacher" shall mean any employee of the Board who is
 - (a) a teacher as defined by section 1 (1) of the *Education Act*, and
 - (b) who is employed as a teacher as defined by section 1 (1) of the *Education Act*, in the Elementary panel of the Board and excluding occasional Teachers as defined by section 1 (1.1) of the *Education Act*, and
 - (c) who is a teacher as defined by Part X.1 of the *Education Act*.
- (ii) continuing education Teacher means a Teacher who is a continuing education Teacher as defined by the *Education Act*.
- (iii) part time Teacher means a Teacher who is employed during a school year on a regular basis for other than full time duty.
- (iv) the Board means the Thunder Bay Catholic District School Board.
- (v) Director means the Director of Education as defined by the *Education Act*.
- (vi) Association means the Ontario English Catholic Teachers' Association
- (vii) negotiating committee of the Teachers means the negotiating committee of the Association.
- (viii) Trustees' Association" means the Ontario Catholic School Trustees' Association.
- (ix) Federation means Ontario Teachers' Federation ("O.T.F").
- (x) reference in this Agreement to the *Education Act*, and the *Employment Standards Act* shall in all instances be deemed to include "and amendments thereto".

- (xi) parties to this Agreement mean the Association and the Board.
- (xii) strike means a strike as defined by the *Education Act*, Part X.1.
- (xiii) lock-out means a lock out as defined by the *Ontario Labour Relations Act*, 1995.
- (xiv) retirement as used herein means the act of ceasing to be employed by the Board upon becoming eligible for and accepting a pension under the Teachers' Pension Plan.
- (xv) years of service as used in Article 21 shall include all service as an employee with the Board and its predecessors.
- (xvi) teaching experience as used in Article 7 and Article 16 shall mean:
 - (a) experience gained while employed as a Teacher with this Board, including its predecessors, or with another school board during which time a Teacher held a valid teaching certificate;
 - (b) experience referred to in clause 1 (xvi) (a) shall mean employment for a period of twenty (20) or more consecutive work days in any given school year.
- (xvii) military service as used in Article 7 and Article 16 shall mean active war service and shall apply only to Teachers who were employed by the Board and its predecessors before entering active war service.
- (xviii) temporary teacher means a person employed to teach under the authority of a letter of permission.

ARTICLE 1 - PURPOSE

- 1:01 The purpose and intent of this Agreement is to maintain harmonious relationships between the Board and the Teachers employed by the Board and covered by this Collective Agreement and to cooperate to the fullest extent in an endeavour to provide the best possible Catholic education for the pupils of the Thunder Bay Catholic District School Board.

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes the Association as the sole and exclusive bargaining agent authorized to represent all Teachers employed by the Thunder Bay Catholic District School Board including the right to negotiate the Collective Agreement on their behalf according to statutory provisions.
- 2:02 The parties agree that contracts effected between the Board and the Teachers employed by the Board and covered by this Collective Agreement will be in

accordance with the provisions of the *Education Act* and the regulations thereunder.

- 2:03 (a) The Board recognizes the Negotiating Committee of the Association as the committee empowered to negotiate a Collective Agreement on behalf of all Teachers employed by the Board and the Association undertakes that the Negotiating Committee of the Association is so authorized;
- 2:03 (b) The Association recognizes the Negotiating Committee of the Board as the committee empowered to negotiate a Collective Agreement on behalf of the Board and the Board undertakes that the Negotiating Committee of the Board is so authorized.
- 2:04 (a) The Board recognizes the right of the Negotiating Committee of the Association at any time during negotiations to obtain the assistance in negotiations of the Association, or from one or more advisors, agents, counsel or solicitors.
- (b) The Bargaining Unit recognizes the right of the Negotiating Committee of the Board at any time during negotiations to obtain the assistance in negotiations of the Trustees' Association, another board, or from one or more advisors, agents, counsel or solicitors.
- 2:05 (a) The Association undertakes to inform the Secretary of the Board, in writing, of the names of the members of the Negotiating Committee of the Association and to inform the Secretary of the Board, in writing, when the Negotiating Committee of the Association will receive assistance during negotiations as provided for in clause 2.04 (a).
- (b) The Board undertakes to inform the President of the Bargaining Unit, in writing, of the names of the members of the Negotiating Committee of the Board and to inform the Bargaining Unit President, in writing, when the Negotiating Committee of the Board will receive assistance during negotiations as provided for in clause 2.04 (b).
- 2:06 It is recognized and accepted that it is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and the Board shall exercise these rights and obligations in a manner consistent with this Agreement and subject to provisions of the *Education Act* and the regulations thereunder.

ARTICLE 3 - DURATION AND RENEWAL

- 3:01 This Agreement shall have effect from September 1, 2001 and continue in force until August 31, 2003, and from year to year thereafter unless notice is given by either party pursuant to the *Ontario Labour Relations Act*.

3:02 The Negotiating Committees of the parties may, at any time, upon mutual agreement negotiate revisions to this Agreement, subject to ratification of the Parties. Notwithstanding the foregoing, the Collective Agreement shall not be terminated by the parties before it ceases to operate without the consent of the Ontario Labour Relations Board on the joint application of the parties.

ARTICLE 4 - FEDERATION FEES

4:01 The Board shall deduct from the pay of each Teacher ten equal monthly installments for the regular union dues as defined by ss.47 (2) of the Ontario *Labour Relations Act*. The Association shall advise the Board in writing of the amount of fees authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The Board shall transmit the total amounts so deducted to the Association.

4.02 The Board shall deduct from each Teacher a Unit levy as identified by the Bargaining Unit, to be collected in twenty six (26) installments, and remit the said levy to the Bargaining Unit within ten (10) days of collection.

4.03 The Association agrees to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may rise out of, or by reason of, deductions made in accordance with Article 4.01 and 4.02.

ARTICLES 5 - INFORMATION

5:01 The Board shall provide to each Teacher on or before the 30th of November notification of the category level, experience, total salary and the remaining number of sick leave credits as of September 1.

5:02 The Board shall provide on or before November 30th, a duplicate of the Teachers' Payroll Register containing the above information and the group insurance plans in which the Teacher participates to the President of the Bargaining Unit.

ARTICLE 6 - NEW POSITIONS

6:01 The Board has the sole right to create or designate new positions.

6:02 Where the Board has created a new classification in the Bargaining Unit during the term of this Agreement, the responsibility allowance for such a position shall be discussed by the parties of the Agreement within ten (10) days after the decision to make the appointment is made. In the event that the appointment is made before the responsibility allowance is determined, the responsibility allowance shall be retroactive to the date of the appointment.

ARTICLE 7 - SALARY CONDITIONS

- 7:01 (a) An allowance for each year of previous teaching experience shall be given according to all levels of the schedule of salary rates to maximum.
- (b) Claim for previous teaching experience, if any, shall be made in writing. The Teacher shall cooperate with the Board by providing such verification of previous experience that the Board requires to determine whether the Teacher qualifies for the allowance provided for in paragraph (a) above.
- 7:02 Teaching experience in Ontario prior to Teachers' College graduation shall not be credited or acknowledged for salary purposes.
- 7:03 The Board shall recognize for salary purposes previous teaching experience as defined in Interpretations 1 (xvi) in accordance with Clause 7:01 above. The total accumulation shall be rounded to the nearest whole number, but where the fraction of a year equals five (5) months, such shall be considered a full year for salary purposes.
- 7:04 The annual increment of all Teachers in the employ of the Board shall be as designated in the schedule of salary rates and shall be effective September.
- 7:05 The Board shall reserve the right to withhold the annual increment of any Teacher in any year, if the Teacher's services are deemed to be unsatisfactory. The Teacher will be notified in writing of the Board's intention to withhold the increment not later than May 15th. When the Teacher's services are again deemed satisfactory by the Board, the salary position of the Teacher shall be reinstated at the level the Teacher would have attained had it not been for the withholding of an annual increment commencing the September next following the determination of satisfactory status.

ARTICLE 8 - SALARY PAYMENTS

- 8:01 A Teacher is entitled to be paid his or her salary in the proportion that the total number of school days for which the Teacher performs his or her duties in the school year bears to the total number of school days in the school year. It is further understood that a Teacher's salary payments shall be attributed to the calendar year during which the payment was made. For greater clarification and by way of example, a Teacher who teaches full school days but for September to December will not be paid twenty six (26) installments.
- 8:02 The Board shall pay the Teachers by direct deposit in twenty-six (26) installments on a biweekly basis commencing September 1998 except for pro-rated part time Teachers.

8:03 Annual College of Teachers fees shall be deducted by the Board in two (2) equal installments beginning with the first cheque of the calendar year.

ARTICLE 9 - COPY OF AGREEMENT

9:01 Each Teacher in the employ of the Board shall receive a copy of this Agreement in booklet form no later than ninety days following the execution and delivery of the Collective Agreement and the parties agree that the costs of printing the booklet form will be shared equally by the parties.

ARTICLE 10 - JUST CAUSE

10:01 No employee shall be demoted, disciplined or discharged without Just Cause. Failure to provide the Teacher with written reasons for such action within ten (10) school days shall render the demotion, discipline or discharge null and void.

SECTION II - CONDITIONS OF WORK

ARTICLE 11 - STAFFING

11:01 The average size of elementary school classes in the primary division, in the aggregate, shall not exceed 24 pupils, unless otherwise permitted pursuant to the *Education Act* or Regulations thereunder.

The average size of elementary school classes, in the aggregate, shall not exceed 24.5 pupils, unless otherwise permitted pursuant to the *Education Act* or Regulations thereunder.

The calculation of class size shall be in accordance with the Regulation under the *Education Act*.

11:02 The preliminary staffing for September shall be based on the projected October 31st enrollment as determined by the Board. The Board shall notify the President of the Bargaining Unit of enrolment projections.

11:03 The preliminary staffing complement determined pursuant to 11:02 shall be adjusted, if required, following determination by the Board of the actual October 31st enrolment figures. A lay-off pursuant to the above shall be in accordance with the collective agreement.

11:04 (a)(i) Effective the commencement of the 2001-02 school year classroom Teachers in grades JK-6, in the aggregate, shall be assigned to provide instruction to pupils for an average of thirteen hundred and fifty (1350) minutes (during the instructional program) for each period of five (5) instructional days during the school year.

- 11:04 (a)(ii) Effective the commencement of the 2001-02 school year classroom Teachers in grades 7-8, in the aggregate, shall be assigned to provide instruction to pupils for an average of thirteen hundred (1300) minutes (during the instructional program) for each period of five (5) instructional days during the school year.
- 11.04 (b) For the purposes of 11:04(a), a classroom Teacher shall be defined as in s. 170.2(1) of the *Education Act*: that is, a Teacher who is assigned in a regular timetable to provide instruction to pupils and includes a temporary Teacher who is assigned in a regular timetable to provide instruction to pupils but does not include a principal or vice principal.
- 11.04(c)(i) Effective the commencement of the 2001-02 school year, each full time Teacher in grades JK-6 shall be entitled to one hundred and fifty (150) minutes of planning and preparation time for each period of five (5) instructional days during the school year. Notwithstanding the foregoing, effective the commencement of the 2001-02 school year, each full time Teacher in grades JK-6 shall also be entitled to one (1) day of planning and preparation time during the school year in addition to the foregoing.
- 11.04(c)(ii) Effective the commencement of the 2001-02 school year, each full time Teacher in grades 7-8 shall be entitled to two hundred (200) minutes of planning and preparation time for each period of five (5) instructional days during the school year.
- 11.04(d) Without amending the generality of 11:04(c), the planning time allocation shall apply to an Itinerant Teacher (including a Teacher of ESL, a Teacher of NSL, a Teacher of Special Education), a Librarian, a Learning Centre Teacher and a Guidance Teacher. Teachers shall remain at their schools during the planning and preparation time.
- (e) Where the instructional duties of a Teacher are less than full time but equal to or greater than 40% of a full instructional day, such planning and preparation time shall be pro rated.
- 11:04 (f) The planning and scheduling of planning and preparation time shall be at the sole discretion of the Board.
- 11:04 (g) 1. Pursuant to the above, the principal of each elementary school will schedule the instructional and supervisory duties to meet what in the principal's opinion is in the interests of the school and its pupils. Subject to the foregoing, the principal will endeavour to schedule the quantum of instructional and supervisory time for Teachers relatively equally.
2. Prior to the implementation of the above noted assignments for

September,

- (a) the principal at each elementary school will, not later than August 15, present the said assignments for the Teachers in his or her school to the OECTA local president or designate or both;
- (b) the Association representative or representatives will be provided with an opportunity to discuss with the respective principal concerns regarding the quantum of instructional and supervisory duties of Teachers;
- (c) the Association representative or representatives and the respective principal will meet within seven (7) calendar days after receipt of the schedule to consider whether there is an assignment of instructional and supervisory time which is more equitable for Teachers than the original assignment presented to the Association representative or representatives and if in the opinion of the principal the said reassignment is a reasonable assignment which meets the interest of the school operation and pupils at least as much as the original assignment, the principal will adjust the assignment accordingly. The principal will advise the Association representative or representatives within seven (7) calendar days following the above noted meeting of adjustments, if any; and
- (d) in the event the Association does not agree with the principal's opinion, the Association may discuss its position at the Labour/ Management committee.

3. For the purposes of the above,

- (a) the assignments of part time Teachers will be appropriately pro rated; and
- (b) for greater clarity, the assignment of instructional and supervisory time to vice-principals will not be included in the above analysis and reconsideration but nothing herein interferes with the right of the Board to modify the vice-principal's assignment.

4. It is understood that some inequities in the amount of instructional and supervisory time will likely exist with the original schedule and adjusted schedule, if any, and nothing in the foregoing represents a guarantee that the reassignment of instructional and supervisory time will be equal nor does it preclude further reassignments by the principal or Board.

11:05 (a) A part-time Teacher who wishes to change his or her status to full-time must notify the Manager of Human Resources in writing prior to April 1.

- (b) When selecting staff for positions which become available, the Board will give preference to qualified part-time Teachers who have indicated their interest in increasing their status to full-time, in writing, in accordance with Article 11:05(a) of the Collective Agreement.
- (c) If a Teacher resigns or retires to be effective during or prior to the Christmas break, the Board will post that position to be effective the first school day following the Christmas break, or as soon as practicable thereafter. If a Teacher resigns or retires to be effective following the Christmas break, the Board will post that position to be effective the commencement of the following school year, or as soon as practicable thereafter. In both cases, the Board may use an occasional teacher in the interim. The Board may post if required during the five (5) days prior to the beginning of the school year.

11:06 Each Teacher shall receive a minimum of forty (40) consecutive minutes for lunch. The parties agree that the scheduling of lunch shall be at the sole discretion of the Board.

11:07(a)(i) Provided the funding formula for the school years 2001-02 and 2002-03 remain unchanged from the 2000-01 school year, then

- (i.1) for the school year 2001-02, the Board will initially employ the number of classroom Teachers plus vice-principals when they provide instruction according to the following:

$$\{(X_{2001} \div 1000) \times 40.82\} + \{(X_{2001} \div 1000) \times 4.08\} \text{ FTE}$$

$$= Y_{2001} \text{ FTE}$$

where X_{2001} equals the preliminary enrollment estimate for September 2001 derived pursuant to clause 11.02.

Y_{2001} FTE shall thereafter be adjusted according to clause 11.03. The adjusted value shall be $Y_{2001 \text{ adjusted}}$.

- (i.2) for the school year 2002-03, the Board will initially employ the number of classroom Teachers plus vice-principals when they provide instruction according to the following:

$$\{(X_{2002} \div 1000) \times 40.82\} + \{(X_{2002} \div 1000) \times 4.08\} \text{ FTE}$$

$$= Y_{2002} \text{ FTE}$$

where X_{2002} equals the preliminary enrollment estimate for September 2002 derived pursuant to clause 11.02.

Y_{2002} FTE shall thereafter be adjusted according to clause 11.03. The adjusted value shall be $Y_{2002 \text{ adjusted}}$.

- (ii) In the event the funding formula is changed, then the above shall be adjusted accordingly.
- 11:07 (b) For the school year 2001-02 and 2002-03, vice-principals will not instruct more than the equivalent of 3.0 FTE.
- 11:07 (c)(i) For the school year 2001-02, the Board is required initially to employ ($Y_{2001} - 3.0$) FTE classroom Teachers and thereafter ($Y_{2001 \text{ adjusted}} - 3.0$) FTE classroom Teachers.
- (ii) For the school year 2002-03, the Board is required initially to employ ($Y_{2002} - 3.0$) FTE classroom Teachers and thereafter ($Y_{2002 \text{ adjusted}} - 3.0$) FTE classroom Teachers.
- 11:07 (d) For the 2001-2002 school year, the Board will employ at least the number of
- (i) Guidance Teachers
 - (ii) Teacher Librarians
 - (iii) ESL Teachers
 - (iv) NSL Teachers
 - (v) Special Education Teachers
- as it did for the 2000-2001 school year.
- 11:07 (e)(i) For the purpose of determining if there is a surplus pursuant to Article 16, the number of Teachers required for the 2001-2002 school year is the sum of
- (a) ($Y_{2001} - 3.0$) and thereafter ($Y_{2001 \text{ adjusted}} - 3.0$) plus
 - (b) the number of FTE of Guidance Teachers, Teacher Librarians, ESL Teachers, NSL Teachers and Special Education Teachers as employed in the 2000-2001 school year.
- (e)(ii) For the purpose of determining if there is a surplus pursuant to Article 16, the number of Teachers required for the 2002-2003 school year is the sum of
- (a) ($Y_{2002} - 3.0$) and thereafter ($Y_{2002 \text{ adjusted}} - 3.0$) plus
 - (b) the number of FTE of Guidance Teachers, Teacher Librarians, ESL

Teachers, NSL Teachers and Special Education Teachers determined according to the funding formula then in effect. By way of example, the calculation of the number of FTE of Guidance Teachers for the year 2000-01 according to the funding formula then in effect was as follows:

$$(5,565.5 \div 1000) \times 0.2 = 1.11 \text{ FTE}$$

In the event the Board employs a total FTE for Guidance Teachers, Teacher Librarians, ESL Teachers, NSL Teachers and Special Education Teachers in the 2002-03 school year which is less than the total in the 2001-02 school year, then the Board agrees to meet with the Association to review its decision and its reason for the reduction.

ARTICLE 12 - JOB POSTINGS

- 12:01 (a) Vacancies or new positions which the Board intends to fill with a Teacher shall be posted for five (5) school days in the schools and the Education Centre, with a copy to the Union President, and shall be open to application by Teachers covered by this Agreement. Where there are no successful applicants from Teachers covered by this Agreement, the Board may at its discretion advertise and fill the vacancy by persons not covered by this Agreement and/or advertise publicly and/or withdraw the posting. The posting shall precede any public advertisement except when schools are closed or in an emergency in which case the position shall be advertised locally prior to other advertising. Nothing in this Article prevents the Board from filling the position with a person not currently employed by this Board.
- (b) Notwithstanding the foregoing,
- Vacant positions of responsibility in the Elementary Bargaining Unit which the Board intends to fill and which have not been previously posted within a six (6) month period shall be posted for five (5) school days in the Schools and Education Centre and shall be open to application from inside and outside of the Elementary unit. Where there are no successful applicants from the foregoing, the Board may at its discretion advertise publicly and/or withdraw the posting. The posting shall precede any public advertisement except when schools are closed or in an emergency in which case the position shall be advertised locally prior to other advertising. Nothing in this Article prevents the Board from filling the position with a person not currently employed by the Board.
- 12:01 (c) Subsequent vacancies arising from the filling of the initial vacancy need not be posted.

- 12:02 Documentation with respect to unsuccessful applicants for positions of responsibility will be retained by the Board and may, with the Board's and Teacher's mutual consent, be relied upon in the selection process for any other posted position of responsibility for which the Teacher applies within the same school year.
- 12:03 Upon filling a vacated or new position with a teacher, the Board will post the name of the successful applicant in the schools and the Education Centre for five (5) school days, with a copy to the Union President.

ARTICLE 13 - TRANSFERS

- 13:01 A Teacher may request a transfer within the Elementary Bargaining Unit pursuant to the terms below or be transferred by the Board at its initiation within the Elementary Bargaining Unit pursuant to the terms below.
- 13:02 (a) Requests for transfers by Teachers for the following school year must be submitted in writing to the attention of the Manager of Human Resources on or before April 15. Notification of such request should be provided by the Teacher to the school Principal.
- (b) In the case of a Board-initiated transfer, the Board shall advise the Teacher to be transferred as soon as practicable after the decision to transfer the Teacher has been made.
- (c) The Manager of Human Resources will attempt to secure a mutually satisfactory placement for all Teachers.
- (d) Notwithstanding the above, the Board may in its sole discretion place or transfer Teachers at any time to meet what in its judgement are the education needs of its schools.

ARTICLE 14 - ADMINISTRATION OF ORAL MEDICATION

- 14:01 (a) In order to enable all children with medical problems to enjoy as normal an education experience as possible, the Board will provide assistance with respect to the administration of prescribed oral medication as per Board policy.
- 14.01(b) No medication shall be stored, distributed or administered outside the confines of the said policy by Teachers.
- 14.01(c) Other than in an emergency, the Board recognizes the rights of Teachers to choose not to administer any medical procedure for pupils.

- 14.01(d) All medication administered by the Teachers must be properly recorded on the student's medication log.

ARTICLE 15 - SHARED TEACHING PLAN

15:01 (a) Preamble

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

15.01 (b) Description

- (i) SHARED TEACHING under the terms and conditions of this Plan is defined as "the equal sharing of a full-time teaching position by two Teachers employed by the board."
- (ii) It is understood that not more than five (5) SHARED TEACHING situations may be in operation in any one school year.
- (iii) Final approval of SHARED TEACHING situations shall be at the discretion of the Board, based upon the recommendations of the Superintendent of Business and Corporate Services.

15.01 (c) Application

- (i) In the situation where two Teachers wish to share a teaching position, they shall submit their proposal to the Superintendent of Business and Corporate Services by MARCH 1st of the school year preceding the implementation of the assignment. The proposal must include subject expertise, grade and model preference.
- (ii) In the situation where an individual Teacher desires a SHARED TEACHING assignment, the Teacher shall submit a request in writing to the Superintendent of Business and Corporate Services by MARCH 1st of the school year preceding the implementation of the assignment, stating subject expertise, grade and model preference. From the list of individual applications, matches may be made by the Superintendent of Business and Corporate Services in consultation with the Teachers, the appropriate Principal(s) and Superintendent(s) responsible for the school(s).
- (iii) All applicants will be notified in writing of the disposition of their request.

15.01(d) Conditions

General

- (i) The overall well-being of the students and the school in general will take precedence over the choice of subjects or time preferences of the Teachers sharing a position.
- (ii) The model chosen must be acceptable to both Teachers and approved by the Principal and the Superintendent of the school.
- (iii) Consideration may be given to Teachers' grade and subject preferences/expertise, keeping in mind the total operation of the school.
- (iv) Timetabled supervisions (lunch, yards, etc.) should be proportionate to the Teacher's assigned teaching time.

Program & Reporting

- (i) Program Continuity - Teachers shall be responsible to meet regularly to ensure a coordinated program (for planning, evaluation of program and students' progress). The Principal of the school shall be responsible for ensuring that these meetings take place.
- (ii) Reporting to Parents - Teachers sharing a position hold the same responsibility for reporting to parents as full-time Teachers.
- (iii) Communication with Parents - When a shared teaching assignment is planned for the school, parents should be fully informed as soon as possible.

Teacher Participation

- (i) Professional Activity Days - On days designated by the Board as Professional Activity Days, it is the responsibility of a Teacher on a shared teaching assignment to attend a half-day. While it is understood that these Teachers may have commitments which prevent them from attending all day, they are encouraged to attend the full day.
- (ii) Staff Meetings - As members of a school staff, Teachers on shared teaching assignments are expected to attend staff meetings.
- (iii) School Functions - On occasions such as Parents' Nights, Open

Houses, etc., both Teachers sharing a position are required to attend. Special school activities may require the Teachers sharing a position to be prepared to teach on an altered timetable for a day, from time to time. It is an expectation that fair notice will be given by the Principal.

- (iv) Extra-Curricular Activities - These activities are an integral part of a school's program. Teachers on shared teaching assignments are encouraged to participate as fully as possible in such activities.

15.01 (e) Contract Provisions

- (i) The terms and conditions of the current Collective Agreement between the Board and the Bargaining Unit shall apply to Teachers involved in this Plan.
- (ii) A Teacher seeking a shared teaching assignment may request and be granted a half-time leave of absence without pay. Such leave shall not exceed two school years. It shall be the responsibility of the Teacher to notify the Superintendent of Business and Corporate Services, in writing, no later than APRIL 30th of the Teacher's intention to return to full-time teaching at the expiration of the leave or to remain in a shared teaching position.

ARTICLE 16 - STAFF REDUCTION

16:01 A surplus of Teachers shall be deemed to exist when the Number of Teachers employed exceeds the number required pursuant to Article 11.

16:02 The seniority of any Teacher employed as of January 17, 1997 will include the continuous experience since the last date of hire as a Teacher employed by the Board, both within and outside the Elementary unit. The seniority of a Teacher employed after January 17, 1997 shall be as of the date of hire.

For greater clarity, a Teacher who is displaced and who is recalled pursuant to the terms of this collective agreement, shall accrue seniority during the period displaced.

In the event the Board employs a Teacher who has been displaced and the date of hiring occurs after any right of recall pursuant to this collective agreement, the Teacher's seniority shall commence with the date of hire after the displacement.

16:03 A Teacher shall be a Probationary Teacher for a period of:

- (a) two years where the Teacher has less than three years experience as a Teacher under the *Education Act*, excluding occasional or continuing

education teaching; or

- (b) one year where the Teacher has three or more years experience as a Teacher under the *Education Act*, excluding occasional or continuing education teaching.
- (c) In the event a Teacher is absent for a period in excess of twenty days from active teaching, commencing with the date of hire, then the period of absence shall not be counted as part of the requisite two year or one year probationary period described above.

16:04 In the event of a surplus of Teachers the Board will endeavour to absorb the surplus of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.

16:05 (a) Where a surplus exists after attrition, reduction in the teaching staff shall be accomplished in accordance with the following order of priority:

- (1) non-qualified Teachers
- (2) probationary Teachers on the following basis of priority:
 - (i) quality of teaching as determined by the processes outlined in the Board policy concerning the evaluation of Teachers
 - (ii) seniority
 - (iii) length of continuous teaching with this Board or its predecessors and/or military service
 - (iv) length of teaching experience in Ontario
 - (v) length of teaching experience anywhere
 - (vi) Teachers' Q.E.C.O. Statement of Evaluation in decreasing rank
- (3) permanent contract Teachers on the following basis of priority:
 - (i) seniority
 - (ii) length of continuous teaching with this Board or its predecessors and/or military service
 - (iii) length of teaching experience in Ontario
 - (iv) length of teaching experience anywhere
 - (v) Teachers' Q.E.C.O. Statement of Evaluation in decreasing rank.

16.05 (b) The Teachers with the lowest priority as established by the above, shall be the first to be laid off provided the remaining Teachers are qualified pursuant to the *Education Act* and the regulations thereunder to teach the courses or programmes which the Board provides. The Board shall review its files for the purpose of determining whether the remaining Teachers are so qualified. As part of its review, the Board will circulate a list to the schools and the

Education Centre of the position or positions for which it seeks qualified Teachers. Teachers in positions of responsibility are not to be included in the above-noted review.

(c) In the event the remaining Teachers are not qualified to teach the courses or programmes which the Board provides, then the Teacher with the lowest priority who would otherwise be selected for layoff will be retained and the Teacher with the next lowest priority as established by the above order of priority who does not have such required qualifications shall be selected for lay off. If such Teacher is capable of obtaining the required qualifications prior to the commencement of the immediately following school year to teach the courses or programmes provided by the Board, then such Teacher shall be retained and the Teacher originally selected for lay off shall be laid off.

(d) (i) The programs in the Elementary unit for which the Board requires Teachers to be qualified pursuant to this article, are:

Core French
 Extended French
 French Immersion
 Library
 Guidance
 Special Education including Learning Centre
 Instrumental Music
 Family Studies and
 Industrial Arts (Design and Technology)

(ii) In the event new qualifications are required as a result of changes in the *Education Act* or regulations thereunder for additional programs not listed in 16:05 (d)(i), representatives of the Bargaining Unit will meet with representatives of the Board to resolve the matter.

16:06 The Board will meet with two representatives from the Bargaining Unit prior to the announcement of layoffs and recall from layoffs for the purpose of advising the said representatives of the Teacher or Teachers to be laid off or recalled from lay off.

16:07 The seniority list shall be drafted by the Board as of September 30th, with a copy to be forwarded to the President of the Bargaining Unit by December 1st of each year. The seniority of each Teacher will be deemed correct unless a Teacher advises the Board by January 31 of the following year that his or her seniority is incorrect. Where it is subsequently determined that the seniority of the Teacher was in error, the list will be amended May 1 and deemed correct thereafter. The Board will update the list on May 1 for new hires.

16:08 In making new appointments to the staff, the Board shall first offer these

positions to those Teachers who were laid off and who retain their seniority according to the Collective Agreement. The Board will offer all vacant positions in the Elementary panel which it intends to fill to those Teachers who hold the required qualifications in the reverse order of the priority used to implement the lay off and be subject to clause 16:05. At the time of recall, the Board shall consider the qualifications of such Teachers which were most recently provided to it.

16:09 Notification must be given in writing by November 30th or May 31st to the Teacher who has been declared surplus.

16:10 (a) Any probationary Teacher declared redundant other than by the Board's policy concerning the evaluation of Teachers, will be given a statement that the individual was considered a satisfactory Teacher and that the position was terminated because the Teacher was surplus.

(b) Any permanent Teacher declared redundant will be given a statement that the individual was considered a satisfactory Teacher and that the position was terminated because the Teacher was surplus.

(c) A Teacher who has been declared surplus shall be granted a maximum of one (1) school day without loss of pay or Sick Leave Credits or Cumulative Sick Leave Credits for the purposes of seeking alternative employment.

16:11 If after applying the provisions of 16:05, there remains a surplus of Teachers within a group, the Teacher to be declared surplus will be selected by lot conducted by the Superintendent of Business and Corporate Services in the presence of the President of the Bargaining Unit.

16:12 Teachers who have been declared surplus pursuant to Article 16 shall retain their seniority for three (3) years.

ARTICLE 17 - GRIEVANCE PROCEDURE

17:01 (a) A grievance means a complaint by a Teacher, or by the Board, or by the Association, that there has been an alleged violation, misinterpretation or misapplication of any provision of this Collective Agreement.

(b) (i) Individual grievance: a grievance lodged by an individual Teacher

(ii) Group Grievance: Where more than one Teacher has a grievance arising from the same set of circumstances such grievances may be combined and submitted collectively as a group grievance.

17:02 Time limits specified in this article may be amended by mutual agreement of the parties in writing. Failure of the Board in the case of a grievance initiated by the

Board or failure by the Association in the case of a grievance initiated by the Association or a Teacher to abide by the time limits for processing the matter through the grievance process and to arbitration shall deem the matter abandoned.

17:03 The term 'days' when used in this Article shall refer to 'school days'.

17:04 STEP ONE

- (a) Any Teacher having a grievance arising out of this agreement shall, within twenty (20) days of the incident giving rise to the grievance, with or without the assistance of the Association, forward a written statement of the grievance to the appropriate Superintendent with a copy to the President of the Bargaining Unit. Such statement shall contain a summary of the nature of the grievance, the provision of the Collective Agreement allegedly violated and the remedy sought.
- (b) Prior to filing a grievance, the Teacher may make an effort to resolve informally the matter with the appropriate agent of the Board.

The meeting shall take place at a mutually agreeable time prior to the expiration of the twenty (20) day period stipulated in 17:04 (a).

The Teacher, at his or her discretion, may be accompanied by the Grievance Officer or local officer of the Association.

The Association shall inform the Secretary of the Board before September 30 of the name(s) of the Grievance Officer(s).

- (c) The Superintendent shall, within ten (10) days following receipt of the written grievance as per 17:04(a) reply in writing to the grievance.

17:05 STEP TWO

- (a) If the grievance is unresolved at Step One or upon the failure of the Superintendent to reply within the time specified in 17:04(c), the grievance may be submitted, within the following ten (10) days to the Director of Education.
- (b) The Director of Education shall reply within ten (10) days following receipt of the grievance.
- (c) The grievance of a Teacher who has been dismissed may be submitted directly to Step Two of the Grievance Procedure.
- (d) A Teacher may withdraw a grievance at any time in writing.

17:06 POLICY GRIEVANCE

- (a) A policy grievance shall be submitted in writing within thirty (30) days of the incident giving rise to the grievance by the Board or by the President of the Bargaining Unit to the Director of Education. Such statement shall contain a summary of the nature of the grievance, the provision or provisions of the Collective Agreement allegedly violated and the remedy sought.
- (b) The receiving party shall reply in writing within twenty (20) days of receipt of the grievance.

17:07 ARBITRATION

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

- (a)(i) If the grievance is unresolved at Step Two or upon failure of the Director of Education or his or her designate, to reply within the time specified in clause 17:05 (b) or of the responding party to reply within the time specified in 17:06 (b), whichever is appropriate, the grieving party may notify the other party, in writing, within ten (10) days, of its intention to submit the matter to arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board. In the case of an individual or group grievance the notice shall be signed by both the Teacher involved and the President of the Bargaining Unit.
- (ii) The party receiving the notice shall appoint its nominee within ten (10) days.
- (b) In making their appointments to the Arbitration Board both parties shall be guided by the following: That no person be appointed a member of an Arbitration Board who has any direct pecuniary interest in the matter coming before it, or who has, within a period of six (6) months immediately preceding the date of their appointment, acted as a mediator, solicitor, counsellor or negotiator of either of the parties but no person shall be deemed to have direct pecuniary interest by reason of their being a ratepayer within the area of jurisdiction of the Board.
- (c) The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them or some mutually agreed upon time appoint a third person who shall be the Chairperson.
- (d) If the recipient of the notice fails to appoint an appointee within the time designated the appointment shall be made by the Ministry of Labour or, if the two appointees fail to agree upon a Chairperson within the time designated, the Chairperson shall be appointed by the Ministry of Labour.

- (e) The Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision is final and binding upon the parties and upon any Teacher affected by it. A decision of the majority shall be the decision of the Arbitration Board. If there is no majority the decision of the Chairperson governs.
- (f) The Board and the Bargaining Unit shall each be responsible for the fees and expenses of its own appointee. The parties will share equally the fees and expenses of the Chairperson.
- (g) The Arbitration Board shall have the authority only to settle disputes under the terms of a grievance as outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitration Board shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.

17:08 Unless mutually agreed otherwise by both parties, the place of hearing shall be in the City of Thunder Bay.

SECTION III - BENEFITS

ARTICLE 18 - CUMULATIVE SICK LEAVE AND WORKPLACE SAFETY & INSURANCE BOARD

18:01 SICK LEAVE

- (a) The classes of Teachers eligible under this Sick Leave Credit System shall be members of the Bargaining Unit.
- (b) Each Teacher is entitled to twenty (20) days Sick Leave per school year, subject to paragraphs (c) and (d).
- (c) Where a Teacher commences employment after September 1st of any year, the Sick Leave of twenty (20) days shall be pro-rated on the basis of 20/10 days for each month's employment.
- (d) A Teacher hired on a less than full-time basis shall have the Sick Leave pro-rated accordingly.
- (e) All of the unused portion of a Teacher's Sick Leave, as of September 1, 1969 or date of hire whichever is later, shall be transferred to the Teacher's Cumulative Sick Leave Credit, to a maximum of two hundred (200) days.

- (f) The usual twenty (20) days allowance for the current year shall be used up before calling on the Cumulative Sick Leave Credit.
- (g) Where a Teacher is absent in excess of five (5) consecutive days, sick leave will not be granted unless a certificate, clearly stating the reasons for the absence, satisfactory to the Teacher's immediate supervisor and signed by a qualified medical or dental practitioner, is presented.
- (h) The Sick Leave ledger may be examined by a Teacher as concerns the Teacher's own account at any time during the business day. Nevertheless, a statement shall be sent out in October of each school year by the Superintendent of Business and Corporate Services to all Teachers showing absence during the previous year and the balance of Cumulative Credits. For the purpose of the record only, the Annual Sick Leave record cards shall be retained for the purpose of determining sick days beyond the maximum allowed should this data ever be required.
- (i) Where a Teacher has been released on December 31 or June 30 because the Teacher has been declared surplus accumulated credits shall be retained for a period of three (3) years.

18:02 WORKPLACE SAFETY & INSURANCE BOARD

- (a) Subject to paragraph (b), Teachers on compensation shall be paid their salary by the Board.
- (b) Where Sick Leave and Cumulative Credits have been exhausted at the commencement of, or during, an absence covered by compensation, the Board shall pay the regular Workers' Compensation rate for the period not covered.
- (c) Payments made by the Workplace Safety and Insurance Board shall be remitted to the School Board.
- (d) Absence recognized by the Workplace Safety and Insurance Board as a compensation case shall be charged against the Teacher's Sick Leave or Cumulative Credits on the basis of that portion of the difference between the salary paid and the amount of compensation received by the Board.

ARTICLE 19 - LEAVE OF ABSENCE

19:01 PROCEDURE FOR OBTAINING LEAVE

Teachers requesting a Leave of Absence as referred to in this Article must

complete a standard "Request for Leave" form available from the Teacher's Principal or Supervisory Officer, which in turn shall be submitted to the Manager of Human Resources of the Board at least two (2) weeks in advance of the occasion prompting the request. In the event of extenuating circumstances, verbal approval from the Teacher's immediate Supervisory Officer or Principal will suffice, to be followed by a completed "Request for Leave" form in the usual manner. The disposition of all requests for leave of absence shall, subject to the express provisions of this Article, be at the discretion of the Manager of Human Resources of the Board, in consultation with the Teacher's immediate Supervisory Officer or Principal.

19:02 BEREAVEMENT

- (a) Teachers will be allowed leave of absence of up to but not exceeding five (5) calendar days on any one (1) occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits for the death of a father, mother, husband, wife, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren.
- (b) Teachers will be allowed leave of one (1) work day, without loss of pay or Sick Leave or Cumulative Sick Leave Credits for attendance at the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece, or first cousin, or at a funeral where the employee has been asked to serve as a pallbearer.
- (c) On the request of the Teacher the Manager of Human Resources of the Board in consultation with the Teacher's immediate Supervisory Officer or Principal may, because of extenuating circumstances grant additional leave over the maximum allowed in clauses (a) and (b) above.

19:03 COMPASSIONATE LEAVE

- (a) Teachers will be allowed leave of up to but not exceeding three (3) work days on any one occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits, in the event of serious illness of father, mother, husband, wife, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren.
- (b) On the request of the Teacher, the Manager of Human Resources of the Board in consultation with the Teacher's immediate Supervisory Officer or Principal may, because of extenuating circumstances grant additional leave over the maximum allowed in clause (a) above.

19:04 EXAMINATION LEAVE

A Teacher may be granted leave, without loss of pay or Sick Leave or

Cumulative Sick Leave Credits, for the purpose of writing an examination leading to the advancement of academic or professional qualifications. The maximum leave shall be for the period of the examination plus any required travel time to the place of the examination.

19:05 LEAVE FOR JURY DUTY OR WITNESS

If a Teacher is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in any legal proceeding in which the Teacher is neither the plaintiff nor the defendant the Teacher shall not lose any regular pay because of necessary absence from work due to such attendance provided that the Teacher:

- (i) informs the Principal or immediate Supervisory Officer as soon as possible upon notification that the Teacher will be required to attend court
- (ii) presents proof of service requiring the Teacher's attendance
- (iii) resumes performance of regular duties during any reasonable period when the Teacher is not required to be in attendance
- (iv) promptly pays to the Board the amount received for services as a juror or witness exclusive of travelling allowances and any living expenses.

19:06 QUARANTINE

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

19:07 LEAVE FOR PROFESSIONAL ASSOCIATION MEETINGS

A Teacher may be granted up to the lesser of two (2) meetings or two (2) days leave without loss of pay or Sick Leave or Cumulative Sick Leave Credits for the purpose of participating on a committee of a professional association, exclusive of committees concerned with salary negotiations. Additional leave without pay may be granted at the discretion of the Board. In such case the Association may be required to pay the cost of any substitute Teacher necessitated by the leave.

19:08 LEAVE FOR BARGAINING UNIT PRESIDENT

- (a) The President of the Bargaining Unit shall be granted half-time leave of absence without pay or contribution towards benefits for which the employee is eligible from teaching duties in order to perform the functions

of the position of President of the Bargaining Unit.

The Board agrees to extend the half-time leave without pay or contributions towards benefits to a full-time leave without pay or contributions towards benefits if the Bargaining Unit so requests. If the Bargaining Unit so requests a full-time leave, the full-time leave will commence upon the filling of the vacancy created by the extended leave.

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

The Bargaining Unit will levy an amount to make the above noted payment. The Board will collect the levy and the Association will hold the Board harmless against any liability for collecting the levy.

The leave will be recognized for experience, seniority and salary purposes.

- (b) Each full year of term as President shall be recognized as a full year for experience and salary purposes.
- (c) The Board shall be required to pay the cost of any substitute Teacher necessitated by the leave.
- (d) (i) In the event a member of the Association who holds a position of responsibility is elected President, he or she shall apply for a leave of absence from the position of responsibility by June 1st for the period of time coinciding with the term of office as President held by the individual. The Board shall grant such leave.
- (ii) The salary of the Teacher will be maintained in accordance with clause 19:08 (a), with the cost of the allowance being shared equally by the Board and the Association.
- (iii) Upon termination of such leave, the Teacher will be returned to the position of responsibility subject to Article 16.
- (e) Leave shall not be charged against Sick Leave or Cumulative Sick Leave Credits.
- (f) The President of the Bargaining Unit shall notify the Director of Education in writing, by June 30th of the leave required for the President for the next school year.

19:09 LEAVE FOR CHIEF NEGOTIATOR

- (a) The Chief Negotiator may be granted, by the Superintendent of Business and Corporate Services, up to ten (10) days of unpaid leave per school year, for the purpose of attending activities related to negotiations.
- (b) The Superintendent of Business and Corporate Services may, at his/her discretion, forward the request to the Board for approval.

19:10 LEAVE FOR PERSONAL REASONS

- (a) Leave for personal reasons (other than reasons listed in 19:02 to 19:09 above) may be granted at the discretion of the Teacher's immediate Supervisory Officer or Principal for up to two (2) days per school year.
- (b) Every Teacher granted a leave for personal reasons shall have
 - (i) one day approved at no cost or reduction in salary to the Teacher. There shall be a maximum of twenty per cent (20%) of the Teachers in a school absent on any day before or after a school holiday for this purpose; and
 - (ii) one day approved at deduction to the Teacher of the full cost of the Supply Teacher whether a replacement is necessary or not. Such day shall not be taken on any day before or after a school holiday.
- (c) The Payroll Department of the Board shall be notified of the leaves for personal reasons taken each month.

19:11 LEAVE OF ABSENCE WITHOUT PAY

- (a) A Teacher on unpaid leave or leave without pay shall retain seniority, experience and Sick Leave or Cumulative Sick Leave Credits held at the commencement of the leave but shall not accumulate further seniority, experience or Sick Leave during the period of the leave. The Teacher shall be required to pay 100% of the cost of any fringe benefits in which the Teacher is eligible and continues to be enrolled during the period of leave.
- (b) Leave without pay may be granted in cases of an extremely urgent nature at the discretion of the Teacher's immediate Supervisory Officer or Principal.
- (c) Leave without pay for special circumstances (other than those circumstances set out in clauses 19:02 to 19:09 inclusive) may be granted to a Teacher by the Director of Education or forwarded to the Board for

resolution or reconsideration.

- (d) On written request, the Board may grant to a Teacher a leave of absence for a period of up to one (1) year to accommodate:
 - (i) attendance by a Teacher as a registered student at a University, College or other educational institution, or
 - (ii) travel for educational purposes or
 - (iii) the pursuit of alternative employment, or
 - (iv) such other purposes the Board deems acceptable.
- (e) However, such leave shall be subject to the following conditions:
 - (i) it shall be the responsibility of the Teacher to notify the Superintendent of Business and Corporate Services, in writing, no later than April 30th or October 31st whichever is closest to the date of expiration of the leave, of their intention to either return to active teaching at the expiration of the leave of absence or to resign.
 - (ii) failure to provide proper notice by April 30th or October 31st as required in (i) above will be construed as an intention on the part of the Teacher to resign.

19:12 PREGNANCY AND PARENTAL LEAVE

Pregnancy and Parental Leave shall be granted pursuant to the *Employment Standards Act* except where amended in this Article.

1. Pregnancy Leave

A Teacher granted a pregnancy leave of absence on and after September 1, 1990, shall be compensated by the Board under a Human Resources Development Canada approved supplementary benefit plan for the two (2) week waiting period under Human Resources Development Canada at a weekly rate equal to 60% of the Teacher's weekly insurable earnings under Human Resources Development Canada, provided that the Teacher:

- (i.1) is eligible for pregnancy leave benefits under Human Resources Development Canada; and,
- (i.2) makes a claim to the Board on a form indicating the weekly amount payable by Human Resources Development Canada.

This plan shall be subject to approval of Human Resources Development

Canada.

2. Employee Benefits

(a) A Teacher

- (i) who elects not to participate in the following benefit plans: Semi-Private Coverage, Extended Health Coverage, Group Life Insurance, Dental Plan, Chiropractic Coverage, Vision Care Plan, Deluxe Travel Plan and Extended Coverage as outlined in Article 22; and,
- (ii) who elects not to contribute his or her contribution towards the premium costs of the said benefits plans shall advise the Board in writing at the same time as he or she initially advises the Board in writing of the date the pregnancy or parental leave is to begin.

Subject to paragraph 4 below, a Teacher who fails to so advise the Board in writing will be deemed to elect to participate in the said benefit plans and will be deemed to agree to pay his or her contribution towards the premium costs of the said benefit plans.

- 19.12 2(b) A Teacher who elects or is deemed to elect to participate in the benefit plans during the pregnancy or parental leave shall pay to the Board his or her full contribution owing prior to the commencement of the leave as a condition for participation in the said benefit plans and for the Board paying its contribution of the premium costs for the said benefit plans.

3. Seniority

Seniority continues to accrue during pregnancy leave or parental leave.

4. Reinstatement

- (a) Subject to paragraph (b) below, the Board shall reinstate the Teacher who has taken pregnancy leave or parental leave when the leave ends to the position the employee most recently held with the Board, if it still exists, or to a comparable position if it does not. For the purpose of this clause, this stipulation does not preclude the possibility of transfer under Article 13 of this Collective Agreement or under Board Policy #801 should the leave(s) extend into the subsequent school year. A Teacher intending to return in the subsequent school year and wishing placement for the subsequent school year must indicate their intent to return by April 30 of the school year prior to their return, in writing, to the Superintendent of Business and Corporate Services.

- (b) If the Board's operations are suspended or discontinued while the Teacher was on leave and have not resumed when the leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- (c) The Board shall pay a reinstated Teacher wages that are at least equal to the greater of the wages the Teacher was most recently paid by the Board or the wages that the Teacher would be earning had the Teacher worked throughout the leave.

5. Additional Leave of Absence

On the request of a Teacher who has completed his/her probationary period, the Board shall extend the unpaid parental leave

- (a) for a Teacher who commenced the leave on or prior to December 31, either
 - (i) to August 31 of the school year in which the leave commenced; or
 - (ii) to December 31 of the following school year
 whichever the Teacher so requests; or,

19.12 5(b) for a Teacher who commenced the leave after December 31, either

- (i) to August 31 of the school year in which the leave commenced; or
- (ii) to December 31 of the following school year; or
- (iii) to August 31 of the following school year, whichever the Teacher so requests
- (c) The leave of absence will be unpaid and the Teacher will be required to pay the monthly cost of the premiums for all benefits for which the Teacher is eligible, in advance of the unpaid leave, as a condition for participation in the said benefits plans.
- (d) Teachers who have been employed less than one (1) year and eleven (11) weeks with the Board before the estimated day of delivery shall not be eligible for an extended unpaid leave as per 19:11 (c) (i) and (ii) above.

6. Adoption Leave

A Teacher may be granted up to three (3) days without loss of salary or service credits for needs directly related to the adoption of a child.

19:13 PATERNITY LEAVE

A male Teacher shall be granted a maximum of three (3) work days, without loss of salary or service credits upon birth of his child.

19:14 DEFERRED SALARY LEAVE PLAN

(a) Preamble

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

(b) Description

The Deferred Salary Leave Plan is developed to afford Teachers the opportunity of taking either one (1) term (Sept. to Dec. or Jan. to June) or one (1) year leave of absence without pay and of financing the leave through deferral of salary. It is understood that no more than fifteen (15) participating Teachers may be on leave under this Plan in any one (1) school year.

19.14 (c) Eligibility

Any Teacher having three (3) or more years seniority with the Board (according to 16:02) is eligible to apply for participation in the Plan.

(d) Application

- (i) A Teacher must make written application to the Superintendent of Business and Corporate Services on or before January 31st to participate in the Plan commencing in September of the following school year and indicate the choice of 3, 4, 5, 6 or 7 year plan and the choice of term.
- (ii) A committee composed of two (2) Association appointees and two (2) Board appointees shall meet to review the applications for the purpose of making recommendations to the Board concerning acceptance or denial of same.
- (iii) Acceptance of a Teacher's application will be at the sole discretion of the Board.
- (iv) Decisions regarding applications will be forwarded to the Teacher, in writing, by May 1st in the school year in which the request is made.

(e) Implementation of the Plan

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

- (i) Each Teacher in the Plan shall sign an agreement as per 19:14(h) with the Board. The agreement shall specify the terms and conditions agreed to by the Teacher and the Board.
- (ii) A Trusteed Deposit Account will be established with the Royal Bank of Canada. The deferred earnings shall be deposited to this account on the regularly established pay dates, where it shall be retained by the Board for the Teacher and accumulate interest until the year of leave or dissolution of the agreement between the Board and the Teacher.
- (iii) Funds in the Trusteed Deposit Account will earn interest at the rate established by the bank.
- (iv) Interest earned by the Trusteed Deposit Account in a taxation year will be paid to the employee by the end of the year.

- 19.14 (e) (v) In each year of the Plan, preceding the year of leave, the Teacher will deposit a percentage of the proper grid salary and applicable allowance in accordance with the agreement.
- (vi) In the year of the leave the Board shall pay to the Teacher the total of the deferred salary instalments, plus any interest in the Trusteed Deposit Account, conforming to the regular pay periods set forth in the year of the leave or in one or two lump sums, if requested by the Teacher.
- (vii) While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had the individual not been enrolled in the Plan.
- (viii) A Teacher's fringe benefits will be maintained by the Board during the leave of absence. However, the premium cost of all fringe benefits shall be paid by the Teacher during the year of the leave, subject to conditions of the insurance carrier(s).
- (ix) While on leave, any benefits tied to Salary leave shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had the latter not been enrolled in the Plan.
- (x) The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Teachers Pension Plan and any benefits in the Collective Agreement. The amount deducted for the Teachers' Pension Plan will be controlled by rulings as received from the Ontario Superannuation Commission and Revenue Canada.
- (xi) Revenue Canada Contingencies

The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada. The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Bargaining Unit and the participating Teacher and after the receipt of a ruling of Revenue Canada and of its terms. The participating Teachers will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person

that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

19.14 (f) Terms of Reference

- (i) Upon the return of a Teacher from a Deferred Salary Leave, the Board shall endeavour to assign a Teacher to the same division or where applicable, to an equivalent position of responsibility. If said position no longer exists, the employee will be governed by the appropriate terms of this agreement.
- (ii) Sick Leave Credits will not accumulate during the year spent on leave. Upon return, the Teacher shall be credited with the same number of accumulated sick leave days the individual had before going on leave.
- (iii) The year of leave shall be recognized for the accumulation of seniority, but not for salary increments.
- (iv) All Teachers wishing to participate in the Plan shall be required to sign a contract as per 19:14(h) supplied by the Board.

(g) Withdrawal from the Plan

- (i) A Teacher may withdraw from the Plan effective August 31st, by giving written notice to the Board by the preceding April 30th, except in the calendar year in which the leave is due to commence, in which case the written notice must be given by the preceding April 15th.
- (ii) Where it can be demonstrated to the Board by a Teacher who is a participant in the Plan, that a financial emergency exists, or where a Teacher who is a participant in the Plan is identified as being surplus, the notice period shall be waived and the accumulated funds shall be released to the Teacher within sixty (60) days.
- (iii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a Teacher may choose to remain in the Plan, or receive repayment as per (e) (vi).
- (iv) Should (g) (iii) result in a leave of absence being taken past the original designated year of leave, any monies accumulated by the terminal date will remain in the account and continue to accumulate interest until the leave of absence is granted.
- (v) Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Teacher's estate, providing the legal consents or releases

required have been obtained.

19:14 (h)

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

I have read the terms and conditions of the Thunder Bay Catholic District School Board Deferred Salary Leave Plan and hereby agree to enter the plan under the following terms and conditions:

1. Enrolment Date

I wish to enrol in the Plan commencing _____.

2. Year of Leave

I wish to take my Leave of Absence from Thunder Bay Catholic District School Board from _____ to _____.

3. Financial Arrangements

The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

- (a) Commencing September 1, _____, I wish to defer _____% of each of my salary payments for the next _____ years.
- (b) Any interest or additional amounts that have been earned or accrued on the deferred amount in a taxation year for the benefit of the employee, shall be paid in that year to the employee.
- (c) Annually Thunder Bay Catholic District School Board agrees to provide me with a statement regarding the status of my account.
- (d) In the year of my leave the total monies accumulated as of August 31st of that year will be paid to me according to the terms of Article 8 of the Collective Agreement or in either a single or in two lump sum payments as mutually agreed between myself and the Board.
- (e) It is understood that Thunder Bay Catholic District School Board and the Association assume no responsibility for any consequences arising out of this plan related to effects on my Teachers Pension Plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by me as a result of my participating in the Plan.

Teacher's Name

Director of Education Signature

Teacher's Signature

Board Chairperson Signature

Teacher's Present School /Placement

Witness Signature

Witness Signature

Date

Date

19:15 Return After Leave

Upon the return of a Teacher from a Leave of Absence for a period of one year or less, the Board shall endeavour to assign the Teacher to the same division occupied before the leave began.

ARTICLE 20 - SABBATICAL LEAVE

20:01 Purpose

Sabbatical Leave shall be utilized for the purpose of educational improvement or development, educational studies, research or leadership training, or for special preparation which is necessary to provide an identified need that the Board requires or is planning to offer, with the exception of studies leading to the basic requirements as outlined by the Provincial Government.

20:02 Eligibility

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

20:03 Terms and Conditions

- (a) Teachers on Sabbatical Leave shall receive seventy-five percent (75%) of salary.
- (b) The Board shall pay its full share of the premiums for the Teachers' benefits, subject to continuing eligibility, as if the latter were on full salary.
- (c) The leave shall be for a period of not longer than one (1) year.
- (d) The Teacher shall retain the Cumulative Sick Leave Credits accumulated up to the time of the leave.
- (e) On return from a Sabbatical Leave the Teacher shall be placed in a position at least equivalent to that occupied prior to that leave, and shall displace the most junior Teacher in the said position, provided such a position exists. For the purposes of salary and other benefits, the Teacher shall be credited with the appropriate experience allowance while on a Sabbatical Leave.

20:04 Number

- (a) To facilitate Sabbatical Leaves of varying duration, Sabbatical Leaves shall be determined in terms of units of leave on the following basis:

one unit = 1 month
ten units = 1 year

- 20.04 (b) In any one year, the Board may grant Sabbatical Leaves equivalent to one per cent (1%) of the teaching staff or two (2) Teachers per school year (whichever is the lesser) and who are members of the Association. In terms of units, the maximum number of equivalent units which the Board may grant in any one year is twenty (20).
- (c) The selection of applications shall be solely at the discretion of the Board.

20:05 Applications

- (a) Applications for Sabbatical Leave shall be submitted in writing to the Director of Education with an information copy to be forwarded by the applicant to the latter's immediate Supervisory Officer. In addition, the applicant shall provide as required by the Director of Education, detailed plans and activities with respect to the utilization of the Sabbatical Leave.
- (b) Applications for Sabbatical Leave of four (4) months to one (1) year in duration, shall be submitted to the Director of Education not later than December 31st prior to the school year in which the leave is to be taken. Notification of approval of those accepted for Sabbatical Leave shall be given no later than March 15th.
- (c) Applications for Sabbatical Leaves of less than four (4) months duration shall be submitted not later than two (2) months in advance of the proposed commencement of the leave. Notification of approval of those accepted for Sabbatical Leave shall be given as soon as practicable after receipt and processing of the application.

20:06 Commitment

Teachers granted a one (1) year Sabbatical Leave shall give a commitment in writing in a form approved by the Board to remain on the staff of the Board for a minimum of three (3) years, following their return from Sabbatical Leave. Failure to fulfill this post-leave commitment will result in return payment to the Board by the Teacher of the salary and benefits paid during the Sabbatical Leave, such payment to be pro-rated according to the years of post-leave service outstanding.

ARTICLE 21 - RETIREMENT GRATUITY

- 21:01 (a) Upon retirement each Teacher shall be granted Cumulative Sick Leave Credit Gratuity for a period equal to the unexpended portion of the Teacher's Cumulative Sick Leave Credits in accordance with the following

formula. In no case shall the years of service exceed thirty (30) and the days credit in reserve exceed two hundred (200).

FORMULA: $P \times SLC \times 1/200 \times AS$

P percentage rate outlined below

SLC days of the Cumulative Sick Leave Credits

AS annual salary on date of retirement

21.01 (b) Percentage Rates shall be:

After 10 years service with the Board.....10%
 After 11 years service with the Board.....12%
 After 12 years service with the Board.....14%
 After 13 years service with the Board.....16%
 After 14 years service with the Board.....18%
 After 15 years service with the Board.....20%
 After 16 years service with the Board.....22%
 After 17 years service with the Board.....24%
 After 18 years service with the Board.....26%
 After 19 years service with the Board.....28%
 After 20 years service with the Board.....30%
 After 21 years service with the Board.....32%
 After 22 years service with the Board.....34%
 After 23 years service with the Board.....36%
 After 24 years service with the Board.....38%
 After 25 years service with the Board.....40%
 After 26 years service with the Board.....42%
 After 27 years service with the Board.....44%
 After 28 years service with the Board.....46%
 After 29 years service with the Board.....48%
 After 30 years service with the Board.....50%

(c) In the event of the death of a Teacher after retirement but before payment of the full benefits of the retirement gratuity as provided above, such remaining benefits shall be paid to the Teacher's estate.

(d) All benefits provided above shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board.

21:02 The Association agrees that it will make its best effort to recommend to the Board of Trustees a method or methods to reduce the cost of the retirement gratuity without providing for offsetting increased costs by January 1, 2003. The parties agree to meet during the term of the agreement and prior to January 1, 2003 for the purpose of reviewing alternative plans or amendments to the retirement gratuity to achieve the said savings.

ARTICLE 22 - OTHER BENEFITS

- 22:01 O.H.I.P. - The Board shall pay 100% of the premium cost of the Ontario Health Insurance Plan.
- 22:02 SEMI-PRIVATE - The Board shall pay 100% of the premium cost of the Liberty Health Semi-Private coverage.
- 22:03 DRUG PLAN - The Board shall pay 100% of the premium cost of Liberty Health Extended Health Coverage on the basis of \$25.00 single deductible and \$50.00 family deductible, with 90% of the balance paid by the carrier and 10% by the person covered.
- 22:04 GROUP LIFE - The Board shall pay 100% of the Group Life Insurance premium on coverage of 1 1/2 times the annual salary rounded to the next highest \$1,000 to a maximum of \$90,000.
- 22:05 DENTAL - The Board shall pay 75% of the premium cost for the dental plan Liberty Health Dental Plan #9, using the Ontario Dental Association's latest prevailing rates.
- 22:06 LONG TERM DISABILITY INSURANCE - The Board will administer a Long Term Disability Insurance Plan and excess Group Life Insurance coverage only insofar as it effects the requirement to make the necessary payroll deductions and payments to the appropriate agency with the Teachers to absorb the full premium cost.
- 22:07 CHIROPRACTIC COVERAGE - The Board will pay 100% of the premium cost of Liberty Health Chiropractic Coverage.
- 22:08 VISION CARE PLAN - The Board shall pay 100% of the premium for the Liberty Health Vision Care Plan \$175/24 months.
- 22:09 DELUXE TRAVEL PLAN - The Board shall pay 100% of the premium for the Liberty Health Deluxe Travel Plan.
- 22:10 Provided such coverage is available, coverage for Extended Health Care, Semi-Private, Chiropractor, Dental, and Vision shall include dependant students under the age of twenty-five (25) years.
- 22:11 Pro-Rating of Benefits:
- (a) Teachers who participate in Shared Teaching situations in accordance with the conditions of Article 15 Shared Teaching shall have the Board's share of the benefit premium costs pro-rated accordingly.
 - (b) Teachers hired to the staff effective September 1, 1986 and thereafter

whose appointment is less than half-time basis shall have the Board's share of benefit premium costs pro-rated accordingly.

- (c) Effective the 2002-03 school year, any Teacher who is assigned a reduced teaching load at his or her request shall have the Board's share of benefit premium costs pro-rated accordingly.

22:12 Any change to existing benefit plans or the addition of new benefit plans as a result of negotiations shall become effective at the earliest possible date following the date of ratification of a new agreement subject to acceptance of the carriers involved.

22:13 (a) A Committee, to be known as the Board-Teacher Benefits Committee, established by May 1, 1982, composed of six (6) members, three (3) appointed by the Board and three (3) by the Association, shall continue as required to:

- (1) Review existing benefits and contributions covered by this Article.
- (2) Examine current Board/Teacher premium contributions.
- (3) Consider equivalent benefits or alternate carriers and their relationship to existing levels of premium contribution.

(b) The Committee may make recommendations to the parties based on its findings, as deemed appropriate.

(c) The Committee shall be provided with such information, as available necessary to its functions.

- (i) Representatives of either party on the Committee may obtain technical or outside assistance as they deem necessary, the costs of such assistance shall be borne by the party seeking it, unless otherwise agreed.

SECTION IV - RESPONSIBILITY ALLOWANCES AND SALARIES

ARTICLE 23 - DEFINITION OF LEVELS

23:01 Pre-Level

- (a) Teachers who hold only temporary certificates as Teachers of Oral French to English speaking pupils in Elementary Schools of Ontario.
- (b) Persons who hold a Letter of Permission, except those who, holding a permanent certificate qualifying them to teach in schools where French is the language of instruction, are employed as Teachers of Oral French and

the levels of such latter persons shall be determined by the terms of 23:02 below.

23:02 Categories outlined by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Programme 5 shall be used.

23:03 (a) Any Teacher who presents to the Manager of Human Resources, on or before December 31st in any school year, a Q.E.C.O. Statement of Evaluation (or Letter of Evaluation if teaching on a Letter of Standing), will be placed at the proper level in the new category retroactive to the first day of September of the school year in which the certificate is presented.

(b) However, where in the event that through no fault of the Teacher, presentation of said certificate on or before December 31st is not possible, the Teacher shall provide the Manager of Human Resources with proper written notification on or before December 31st, accompanied by appropriate documentation establishing the Teacher's case. If in the opinion of the Manager of Human Resources the validity of the Teacher's situation has been established, the Manager of Human Resources shall upon receipt of the Q.E.C.O. Statement of Evaluation, or Letter of Evaluation as the case may be, honour the placement of the Teacher at the proper category level, retroactive to the first day of September of the school year in which the Certificate is presented.

23:04 (a) Any Teacher, who as a result of the completion of an accredited half course in December, or as a result of a December supplemental exam for an accredited course, presents to the Manager of Human Resources, on or before April 1st immediately following, proof of successful completion of said half or whole course along with an appropriate Q.E.C.O. Evaluation Certificate governing same, will be placed at the new proper salary category level retroactive to January 1st immediately following successful completion of said course.

23:04 (b) However, where, in the event that through no fault of the Teacher the presentation of said certificate on or before April 1st is not possible, the Teacher shall provide the Manager of Human Resources with proper written notification on or before April 1st, accompanied by appropriate documentation establishing the Teacher's case. If in the opinion of the Manager of Human Resources, the validity of the Teacher's situation has been established, the Manager of Human Resources shall upon receipt of the Q.E.C.O. Certificate honour the placement of the Teacher at the proper category level retroactive to the first day of January of the school year in which the Certificate is presented.

ARTICLE 24 - COORDINATORS AND CONSULTANTS

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

Effective September 1, 2001 - \$8,611

Effective September 1, 2002 - \$8,719

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

Effective September 1, 2001 - \$4,305

Effective September 1, 2002 - \$4,359

ARTICLE 25 - OTHER ALLOWANCES

25:01 Trade/Technical or Business Experience Allowance

- (a) Effective September 1, 1990, all qualified Teachers shall receive an allowance of \$500.00 per year up to a maximum of five (5) years for technical/trade or business experience. This allowance shall not exceed the maximum salary for the Teacher's salary category.
- (b) Technical/trade or business experience required for entrance into an Ontario College of Education or an Ontario Faculty of Education shall not be counted towards the calculation of the allowance in Clause (a).
- (c) Technical/trade or business experience shall be defined as wage earning work experience in a technical/trade or business field directly related to the subject to be taught by the Teacher. It shall not include experience in an apprenticeship or in any training program. The Teacher claiming related experience shall be required to furnish proof satisfactory to the Board.

ARTICLE 26 - TEACHER DESIGNATE

26:01 Schools which do not have a Vice-Principal shall have a designated Teacher appointed annually by the Principal. No Teacher will be required to be appointed as a designated Teacher if he or she chooses not to be so appointed. However, if no Teacher is willing to be so appointed in a school, the Board shall have the right to appoint a Teacher to be the designated Teacher.

26:02 The designated Teacher will be paid an annual responsibility allowance for the supervision of the school in the Principal's absence as follows:

Effective September 1, 1998 - \$525

Effective September 1, 1999 - \$530

26:03 When the Principal is absent for a period exceeding one (1) day a Supply Teacher may be provided following consultation between the Principal and the designated Teacher.

26:04 In the case of the extended absence of three weeks or more of a Teacher in a position of responsibility and upon the recommendation of the Director of Education, a Teacher shall be appointed to act in the position. The salary for the acting position shall be pro-rated to the current salary grid and allowance of the position of responsibility.

26:05 Except for as provided in the *Teacher's Profession Act* and Regulations thereunder, a Teacher assigned as a Teacher Designate shall not be required to

participate in the formal evaluation of another member of the Bargaining Unit.

ARTICLE 27 - ACTING ADMINISTRATOR

27:01 The parties recognize that from time to time Principals and Vice Principals may be absent temporarily from their duties. To accommodate such absences a Teacher may be appointed an Acting Administrator.

27:02 An Acting Administrator shall not be a Principal or a Vice Principal within the terms of Part X.1 of the *Education Act* and shall remain a member of the Bargaining Unit and not have any legal liability beyond that of a Teacher.

27:03 An Acting Administrator shall remain a member of the Bargaining Unit for the duration of the appointment and shall retain all rights and privileges accorded under the terms of the Collective Agreement.

27:04 Except for as provided in the *Teacher's Profession Act* and Regulations thereunder, a Teacher assigned as an Acting Administrator shall not be required to participate in the formal evaluation of another member of the Bargaining Unit.

27:05 The Board agrees to replace a Teacher who accepts a position as an Acting Administrator with an Occasional Teacher when required.

27:06 An Acting Administrator shall be compensated at the daily rate of thirty (30) dollars per day for absences of up to 10 school days, and at the daily rate of forty (40) dollars per day for days over 10 school days.

27:07 The Board may not appoint a Teacher as an Acting Administrator for a period in excess of ninety (90) school days without the consent of the Teacher.

ARTICLE 28 - SCHOOL YEAR

28:01 Where a School Board has been authorized to commence a school year prior to September 1, Teachers shall be paid according to the Collective Agreement which comes into effect that September.

ARTICLE 29 - OCCUPATIONAL HEALTH & SAFETY

29:01 There will be two representatives from the Bargaining Unit on the Occupational Health & Safety Committee.

ARTICLE 30 - PROFESSIONAL DEVELOPMENT

30:01 One hundred dollars (\$100.) per FTE will be designated to each school, with a minimum of \$1,000. per school. Professional Development Funds shall be

allocated by the Principal.

ARTICLE 31 - TEACHER SALARIES

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

BOARD TEACHER SALARY NEGOTIATIONS – 2001-2003

SECTION V - TABLE OF SALARIES

Effective September 1, 2001

	<u>Level A</u>	<u>Level A-1</u>	<u>Level A-2</u>	<u>Level A-3</u>	<u>Level A-4</u>
0	31,566	\$34,311	\$35,996	\$38,742	\$41,932
1	33,461	\$36,369	\$38,185	\$41,124	\$44,504
2	35,355	\$38,430	\$40,372	\$43,505	\$47,074
3	37,460	\$40,490	\$42,559	\$45,887	\$49,646
4	39,147	\$42,550	\$44,747	\$48,269	\$52,216
5	41,043	\$44,612	\$46,935	\$50,652	\$54,785
6	42,938	\$46,672	\$49,122	\$53,036	\$57,358
7	44,832	\$48,732	\$51,310	\$55,417	\$59,928
8	46,728	\$50,791	\$53,497	\$57,801	\$62,498
9	48,625	\$52,853	\$55,685	\$60,182	\$65,069
10	50,518	\$54,909	\$57,869	\$62,563	\$67,640
11				\$64,943	\$70,214

Effective September 1, 2002

	<u>Level A</u>	<u>Level A-1</u>	<u>Level A-2</u>	<u>Level A-3</u>	<u>Level A-4</u>
0	\$31,961	\$34,740	\$36,446	\$39,226	\$42,456
1	\$33,879	\$36,824	\$38,662	\$41,638	\$45,060
2	\$35,797	\$38,910	\$40,877	\$44,049	\$47,662
3	\$37,928	\$40,996	\$43,091	\$46,461	\$50,267
4	\$39,636	\$43,082	\$45,306	\$48,872	\$52,869
5	\$41,556	\$45,170	\$47,522	\$51,285	\$55,470
6	\$43,475	\$47,255	\$49,736	\$53,699	\$58,075
7	\$45,392	\$49,341	\$51,951	\$56,110	\$60,677
8	\$47,312	\$51,426	\$54,166	\$58,524	\$63,279
9	\$49,233	\$53,514	\$56,381	\$60,934	\$65,882
10	\$51,149	\$55,595	\$58,592	\$63,345	\$68,486

11				\$65,755	\$71,092
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SECTION VI - CONTINUING EDUCATION

ARTICLE 32 - CONTINUING EDUCATION

32:01 All Continuing Education Teachers as defined in Clause 32:03 below shall be paid according to the following schedule:

Effective September 1, 2001, - \$40.392 per hour including vacation pay
 Effective September 1, 2002, - \$40.897 per hour including vacation pay

32:02 Notwithstanding any other provision of this Collective Agreement including without limiting the generality thereof, the scope clause, the only other provision of this agreement applicable to Continuing Education Teachers is the Grievance Procedure as it pertains to an alleged violation, misinterpretation or misapplication of Clause 32:01 above.

32:03 Continuing Education Teacher means a Continuing Education Teacher as defined in the Education Act.

ARTICLE 33 – SPECIAL EDUCATION RESOURCE TEACHER

33:01 The Special Education Resource Teacher shall be paid in addition to their salary as determined by the Teacher’s schedule the following allowance:

Effective September 1, 2001- \$2157

33.02 Should the Special Education Resource Teacher position be renewed, the Teacher shall be paid in addition to the salary as determined by the Teacher’s schedule the following allowance:

Effective September 1, 2002, - \$2184

Dated at Thunder Bay this ____ day of October, 2001.

For the Board

For O.E.C.T.A. Elementary Thunder Bay Unit

LETTER OF UNDERSTANDING

B E T W E E N:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

The Board does not intend to provide the planning and preparation time pursuant to clause 11:04 by decreasing the length of the lunch hour in effect on March 22, 1988 or by extending the Teacher's instructional day in effect on March 22, 1988.

For the Board

For the Association

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

This Letter of Understanding and its terms shall be applicable only during the end of **the 2001 – 2002** and 2002 – 2003 school years for the purpose of staffing for the commencement of the 2002 – 2003 and 2003 - 2004 school years and shall not be applicable thereafter without agreement of the parties. If the parties do not each agree to continue the terms of the Letter for the **2003 – 2004** school year, its terms and the Letter shall be discontinued and shall not be applicable.

1. The Board will notify the Association President prior to May 1 of the preliminary placements for principals in the schools for the upcoming school year. It is understood that the preliminary placements may be changed subsequent to May 1.

2. For the purposes of this procedure, a vacancy is created when a Teacher retires, resigns or dies. The Board will post to fill vacancies for the following school year for
 - i) vacancies resulting from deaths, resignations, retirements which it had not already posted or Board initiated transfers announced pursuant to paragraph 1 or
 - ii) new positions
 which it intends to fill. The posting shall be in accordance with clause 12.01 of the collective agreement.

3. Following the processing of the postings in paragraph 4, the Board will identify subsequent vacancies created by the awarding of a posted position which it intends to fill and thereafter the Board will confirm Shared Teaching arrangements.

4. The Board will fill subsequent vacancies it intends to fill with
 - i) Teachers returning from leaves of absence who have not been successful applicants for posted positions
 - ii) transfers, both Teacher initiated and Board initiated

- iii) Full time Teachers starting first-time 0.5 F.T.E. unpaid leaves of absence.

APPENDIX "B" (cont'd)
Staffing for 2002 – 2003 and 2003 - 2004 School Years

- 5. Thereafter the Board will consider the requests for contractual increases pursuant to the terms of the collective agreement.
- 6. The Board will post vacancies remaining following the above, which it intends to fill with a Teacher. The posting shall be for three (3) school days but otherwise shall be in accordance with clause 12.01 of the collective agreement.
- 7. The Board shall fill any remaining vacancies which it intends to fill with
 - i) surplus Teachers from the secondary panel;
 - ii) Teachers from the list of candidates interviewed for permanent positions; and
 - iii) others with qualifications not available from the above.
- 8. Teachers will be required to apply for a posting to be considered.

For the Board

For the Association

APPENDIX "C"

LETTER OF UNDERSTANDING

B E T W E E N:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

FSL Teachers shall be staffed as per Board policy, which may be changed from time to time.

For the Board

For the Association

APPENDIX "D"

LETTER OF UNDERSTANDING

B E T W E E N:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

The parties agree to establish a Labour/Management Committee for the purpose of reviewing matters related to the workplace. The parties agree to meet once every 3 months or sooner by mutual agreement. There shall be 3 representatives of the Association and 3 representatives of the Board. The meetings shall commence at 4:00 p.m. and shall continue for 1 hour unless mutually agreed otherwise. A party who wishes to discuss a matter at the meeting shall advise the other party in writing at least five (5) school days prior to the meeting.

For the Board

For the Association

LETTER OF UNDERSTANDING

B E T W E E N:

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

- and -

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY ELEMENTARY BARGAINING UNIT

In the event a professional activity day

- i) is dedicated to consultation with parents in the morning and
- ii) follows consultation with parents by Teachers in the immediately preceding evening

the remaining afternoon portion of the professional activity day shall be determined by the Teacher, provided such activity takes place at the school of the Teacher and includes evaluation of the progress of pupils, consultation with parents, counselling of pupils, curriculum and program evaluation and development, or professional development of Teachers.

For the Board

For the Association

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

BENEFIT PLANS

The following is a summary description of the various benefit plans which are outlined in greater detail in the Benefits Program supplied to you by the Board. Actual plan conditions and limitations are governed by the group insurance policies issued to the Board by the insurers. These benefits are subject to change by the Insurers.

HOSPITALIZATION

Covers the full difference in costs between public ward and semi-private room in Ontario without deductible or co-insurance. Also provides semi-private hospitalization out of province up to comparable costs in Ontario.

EXTENDED HEALTH BENEFITS

Covers 90% of costs for the following services after a yearly deductible of \$25 single and \$50 family.

- Prescribed drugs obtained on a written prescription
- Services of a registered nurse
- Prosthetic appliances and medical equipment
- Dental Treatment following an accident
- Ambulance Service
- Additional cost for private hospital room
- Physiotherapist
- Clinical psychologist, \$35 first visit and \$20 per hour to a maximum of \$200 per benefit period
- Masseur up to \$7 per visit, maximum 12 treatments (medical certificate required)
- Speech therapist up to \$200 per benefit period (M.D. certificate required)
- Chiropractor, osteopath, chiropodist, podiatrist or naturopath up to \$15 per treatment, maximum 20 treatments per benefit period
- Makes allowances towards medical services when travelling outside the province.

VISION CARE

Allows up to \$175.00 over 24 month period for eye glasses or contact lenses. No deductible or co-insurance.

DELUXE TRAVEL PLAN

Provides additional protection when travelling outside the province for emergency

illness or injuries. Coverage is limited to 60 days per trip. Refer to Liberty Health brochure for complete details.

DENTAL PLAN

Provides the following dental services with allowances based on the current Ontario Dental Association schedule of fees.

- Examinations
- Consultations
- Radiographs (X-Rays)
- Diagnostic Services
- Preventive services – cleaning, fluoride treatments, space maintainers
- Restoration including fillings and stainless steel crowns
- Extractions
- Anesthesia
- Endodontics –root canal treatment
- Periodontal – diagnosis and treatment of gum tissue
- Surgical services
- Adjustments, repair or relining of existing dentures

GROUP LIFE INSURANCE

You are insured for 150% of your annual salary to a maximum of \$90,000 plus an additional basic amount of \$25,000. You may elect optional insurance in units of \$25,000 to a maximum of \$200,000. Any optional amounts require satisfactory evidence of insurability as determined by the insurance company and you are responsible for all the premiums.

There is a waiver of premium on the Group Life if totally disabled before age 65. All insurance terminates at age 65.

LONG TERM DISABILITY

Benefits begin following a minimum of 60 teaching days of absence due to continuous disability and continue to the earlier of recovery, death or attainment of age 65. Sick leave credits can be used at the employee's option to extend the elimination period.

The amount payable is up to 55% of monthly earnings to a maximum benefit of \$4,500. An additional 8.9% of earnings is payable towards the required contribution to the Teachers Pension plan. The 8.9% Ontario Teachers' Pension Plan Board (OTPPB) pension contribution will no longer be required for members who begin to receive long term disability benefits on or after September 1, 2001.

Please note that the amount payable is offset by any payments from Canada Pension Plan, Work Place Safety and Insurance Board or other disability income.

For complete details of this plan, please refer to the Ontario Teachers Insurance Plan.

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

June 21, 2001

MO-4PO & HO6-Ad

Mr. Gary Tomcko
President
O.E.C.T.A. Thunder Bay Elementary Unit
946 Cobalt Crescent
Thunder Bay, Ontario
P7B 5W3

Dear Mr. Tomcko:

As a result of negotiation discussions between the Board and the Association:

1 The Staff Services Officer will provide benefits information to retiring employees.

Sincerely,

K. B. Debnam
Director of Education

KBD/njd

cc: T. Mustapic, Superintendent of Business and Corporate Services
G. Grgurich, Manager of Human Resources

