

**Secondary Teachers' Collective Agreement
2001– 2003**

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Thunder Bay Catholic District School Board

Secondary Teachers' Agreement

2001 - 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 secondary 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) temporary Teacher means a person employed to teach under the authority of a letter of permission.
- (iv) part time Teacher means a Teacher who is employed during a school year on a regular basis for other than full time duty.
- (v) the Board means the Thunder Bay Catholic District School Board.
- (vi) Director means the Director of Education as defined by the *Education Act*.
- (vii) Association means Ontario English Catholic Teachers' Association.
- (viii) negotiating committee of the Teachers means the negotiating committee of the Association.
- (ix) Trustees' Association means the Ontario Catholic School Trustees' Association.
- (x) references 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 *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.

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.

2:02 (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;

(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 the Negotiating Committee of the Board is so authorized.

2:03 (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 Association 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.

2:04 (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 2:03 (a).

2:04 (b) The Board undertakes to inform the local Association President, in writing, of the names of

the members of the Negotiating Committee of the Board and to inform the local Association President, in writing, when the Negotiating Committee of the Board will receive assistance during negotiations as provided for in clause 2:03 (b).

2:05 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 *Labour Relations Act, 1995*.

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 - ASSOCIATION FEES

4:01 The Board shall deduct from the pay of each Teacher who is a member of the Association the regular union dues of the Association as defined by ss. 47(2) of the *Labour Relations Act, 1995*. The Association shall advise the Board in writing of the amount of the regular union dues authorized by the Association membership in keeping with the Constitution and By-laws of the Association. The dues should be deducted from each of twenty-six (26) installments provided by article 8:02.

4:02 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 arise out of, or by reason of, deductions made in accordance with this Article.

ARTICLE 5 - INFORMATION

5:01 The Board shall provide to each Teacher on or before the 30 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 30, 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 local 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 (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.
- 8:02 The Board shall pay the Teachers by Direct Deposit in twenty-six (26) installments on a bi-weekly basis commencing September 1997.
- 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 For the 2001-2002 school year and for the 2002-2003 school year, provided the class size provision in the *Education Act* or Regulations thereunder remains the same for the 2002-2003 school year as the 2001-2002 school year, the average size of secondary school classes, in the aggregate, shall not exceed 22 pupils. The calculation of class size shall be in accordance with the *Education Act* and Regulations thereunder.

11:02 Effective the commencement of the 2001-2002 school year

- (a) classroom Teachers, in the aggregate, shall be assigned to provide instruction to or supervision of pupils or to perform duties in an average of at least 6.67 eligible programs in a day school program during the school year, according to the *Education Act* as amended, and Regulations thereunder

For greater clarity a classroom Teacher does not include a Teacher-Librarian, a Learning Centre Teacher or a Guidance Counsellor but does include a Teacher of a Congregated Class.

- (b) Unless the *Education Act* or Regulations thereunder provides otherwise,

- (b.1) 0.25 of the 6.67 eligible programs in a day shall be assigned to the supervision of pupils during the period of a time in a school day that begins at the start of the first regularly scheduled class of the school day in the school and ends at the end of the last regularly scheduled class of the school day in the school; and

- (b.2) 0.17 of the 6.67 eligible programs in a day shall be assigned to the Teacher Advisor Program

- c) classroom Teacher means a Teacher who is assigned in a regular timetable to provide instruction in a credit course or credit-equivalent course to pupils and includes a temporary Teacher who is assigned in a regular timetable to provide instruction in a credit course or credit-equivalent course to pupils but does not include a principal or vice-principal, according to the *Education Act* as amended, and Regulations thereunder.
- d) Unless the *Education Act* or Regulations thereunder provides otherwise, or unless the parties agree during the term of the collective agreement otherwise, the assignment by the Board during the 2001-2002 school year and the 2002-2003 school year shall be non-differentiated. It is understood that the assignment during the 2000-2001 school year was non-differentiated. The parties agree that during the 2001-2002 school year, they shall meet to discuss the assignment for the 2002-2003 school year. The first such meeting shall be held on later than November 15, 2001. Without limiting the generality of the foregoing, the parties agree to review at this meeting and any subsequent meetings other models operating in other school boards.
- e) A Teacher shall be available for an average of fifty-five (55) minutes per week over the school year for supervision. The portion of this fifty-five (55) minutes which is over and above the supervision assigned pursuant to 11.02(b.1) may be assigned before the start of the first regularly scheduled class of the school day in the school and after the end of the last regularly scheduled class of the school day in the school for the purpose of supervising the arrival and departure of buses.

11:03 The calculation to determine the number of classroom Teachers for the 2001-2002 school year is as follows:

$$1.2 \left\{ \left\{ \left\{ X_{2001} \times 7.5 \right\} / 8 \right\} / 21 \right\} = Y_{2001} \text{FTE}$$

where X_{2001} equals the Board's estimate for average daily enrollment for the 2001-2002 school year.

Provided the class size provision in the *Education Act* or Regulations thereunder remains the same for the 2002-2003 school year as the 2001-2002 school year, the calculation to determine the number of classroom Teachers for the 2002-2003 school year is as follows:

$$1.2 \left\{ \left\{ \left\{ X_{2002} \times 7.5 \right\} / 8 \right\} / 21 \right\} = Y_{2002} \text{FTE}$$

where X_{2002} equals the Board's estimate for average daily enrollment for September 2002.

In addition, the Board will employ for the 2001-2002 school year

5.5	Section 19 Teachers
1.0	Bridges
2.0	Teacher-Librarians
8.0	Guidance Counsellors
6.014	Learning Centre and Special Education
2.46	Teachers of Congregated Classes
1.0	Co-ordinator
0.312	NSL
0.624	Maternity

For the 2002-2003 school year, in the event there is a reduction in the average daily enrolment from that in the 2001-2002 school year, the Board in its discretion may reduce the total of the above numbers by a proportional amount. For greater clarity, and by way of example, if the average daily enrolment decreases by five percent (5%), then the above total may be reduced by five percent (5%).

- 11:04 The parties recognize the value of non-supervisory activities such as mentoring and other school-related activities voluntarily performed by the Teacher and approved by the Principal which are carried out by Teachers during assigned time. The parties agree that the Board has the right through the Principal to assign such non-supervisory activities to Teachers during otherwise unassigned time within the school day bearing in mind the school related activities in which the Teacher is already participating.
- 11:05 The planning and scheduling of planning and preparation time shall be at the sole discretion of the Board.
- 11:06 (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 changing their status to full-time in writing in accordance with Article 11:06(a) of the collective agreement.
- 11:07 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.
- 11:08 For part-time Teachers for the 2001-2002 and 2002-2003 school year, the amount of planning and preparation time and assignment of supervision in a semester shall be prorated.

ARTICLE 12 - JOB POSTINGS

- 12:01 (a) Vacancies in the secondary panel, 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 Association 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 the Board.
- (b) Vacant positions of responsibility in the secondary panel which the Board intends to fill and which have not been previously posted within a six (6) month period shall be posted for five (5) school days in the schools and the Education Centre, with a copy to the Association President, and shall be open to application from inside and outside of the Secondary Unit. Where there are no successful applicants from the foregoing, the Board may at its discretion advertise publicly and/or withdraw the posting. The posting shall precede any public advertisement except when schools are closed or in an emergency in which case the position shall be advertised locally prior to other advertising. Nothing in this Article prevents the Board from filling the position with a person not presently employed by the Board.
- (c) Subsequent vacancies arising from the filling of the initial vacancy need not be posted.
- 12:02 Documentation with respect to unsuccessful applicants for positions of responsibility will be retained by the Board and may, with the Board's and Teacher's mutual consent, be relied upon in the selection process for any other posted position of responsibility for which the Teacher applies within the same school year.

ARTICLE 13 - TRANSFERS

- 13:01 A Teacher may request a transfer within the Secondary bargaining unit pursuant to the terms below or be transferred by the Board at its initiation within the Secondary bargaining unit pursuant to the terms below.
- 13:02 (a) Transfers shall be initiated by the Manager of Human Resources or by the Teacher at his or her request.
- (b) All transfers shall be based on the needs of the education system.
- 13:02 (c) Requests for transfer 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 15th. Notification of such request should be provided by the Teacher to the school Principal.
- (d) The Board will notify the Teacher being transferred in writing of the details of the transfer.
- (e) The Teacher affected by a Board initiated transfer will be given the opportunity to discuss the transfer with the Manager of Human Resources.

13:03 The Manager of Human Resources will attempt to secure a mutually satisfactory placement for all teachers in the system.

ARTICLE 14 - ADMINISTRATION OF ORAL MEDICATION

- 14:01 (a) In order to enable children with medical problems to enjoy as normal an education experience as possible, the Board will provide assistance with respect to the administration of prescribed oral medication as per Board policy.
- (b) No medication shall be stored, distributed or administered outside the confines of the said policy by Teachers.
- (c) The Board recognizes the rights of staff to choose not to be involved in the administration of medication pursuant to the said policy.
- (d) All medication administered by the Teachers must be properly recorded on the student's medication log.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

15:01 One member from each high school shall be appointed to the Board Joint Occupational Health and Safety Committee.

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 In the event of a surplus of Teachers, the Board will endeavour to absorb the surplus of Teachers and/or to reduce staff through the process of attrition as a result of normal resignations, retirements, and/or leaves of absence.
- 16:03 A 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 (a) Where a surplus exists after attrition, reduction in 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) Teacher's Q.E.C.O. Statement of Evaluation in decreasing rank;
 - (3) permanent contract Teachers on the following basis of priority
 - (i) seniority
 - (ii) length of continuous teaching with this Board or its predecessors and/or military service
 - (iii) length of teaching experience in Ontario
 - (iv) length of teaching experience anywhere
 - (v) Teacher's Q.E.C.O. Statement of Evaluation in decreasing rank rank
- (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.

- 16:04 (d) (i) The programs in the Secondary unit for which the Board requires Teachers to be qualified pursuant to this article, are:
- Core French
 - Extended French
 - French Immersion
 - Library
 - Guidance
 - Special Education including Learning Centre
 - Instrumental Music
 - Family Studies
 - Industrial Arts (Design and Technology)
 - Technological Studies
 - Programs which require Senior Division Qualifications and Business Studies.
- (ii) In the event new qualifications are required as a result of changes in the *Education Act* or regulations thereunder for additional programs not listed in 16:04 (d) (i) representatives of the Secondary unit of O.E.C.T.A. will meet with representatives of the Board to resolve the matter.
- 16:05 The Board will meet with two representatives from the Secondary unit of O.E.C.T.A. 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.
- 16:06 The seniority list shall be drafted by the Board as of September 30, with a copy to be forwarded to the President of the local affiliate by December 1 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.
- 16:07 In making new appointments to the staff, the Board shall first offer these positions to those Teachers who were laid off and who retain their seniority according to the collective agreement. The Board will offer all vacant positions in the Secondary panel which it intends to fill to those Teachers who hold the required qualifications in the reverse order of the priority used to implement the lay off and be subject to clause 16:05. At the time of recall, the Board shall consider the qualifications of such Teachers which were most recently provided to it.
- 16:08 Notification must be given in writing by November 30 or May 31 to the Teacher that has been declared surplus.
- 16:09 (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.

- 16:09 (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.

If after applying the provisions of 16:04, there remains a surplus of teachers within a group, the Teacher to be declared surplus will be selected by lot conducted by the Manager of Human Resources in the presence of the Branch Affiliate President.

16:10 Teachers who have been declared redundant shall retain their seniority for three (3) years.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17:01 (a) A grievance means a complaint by a Teacher, the Board, or by the 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.
- (iii) Policy Grievance: a grievance submitted by the Board or the Association which is neither an individual nor a group grievance.
- (c) The O.E.C.T.A. Secondary unit will inform the Manager of Human Resources before September 30 of the name or names of the Grievance Officer or Officers.
- 17:02 (a) Time limits specified in this article may be amended by mutual agreement of the parties 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 grievance initiated by the Association or a Teacher to abide by the time limits for processing the matter through the grievance process or to arbitration shall deem the matter abandoned.
- (b) The grieving party may withdraw its grievance at any time by submitting its intention to the other party in writing.

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

17:04 STEP ONE

- (a) Any Teacher having a grievance arising out of this agreement shall, within twenty (20) days of the incident giving rise to the grievance, with or without the assistance of the Association, forward a written statement of the grievance to the appropriate Superintendent with a copy to the local Association President. Such statement shall contain a summary of the nature of the grievance, the provision or provisions of the collective agreement allegedly violated and the remedy sought.

- 17:04 (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.

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

17:05 **STEP TWO**

- (a) If the grievance is unresolved at Step One or upon the failure of the Superintendent to reply within the time specified in 17:04(c), the grievance may be submitted, within the following ten (10) days to the Director of Education.

- (b) The Director of Education shall reply within ten (10) days following receipt of the grievance.

- (c) The grievance of a Teacher who has been dismissed may be submitted directly to Step Two of the Grievance Procedure.

- (d) A Teacher may withdraw a grievance at any time in writing.

17:06 **POLICY GRIEVANCE**

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

- (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) If the grievance is unresolved at Step Two or upon the failure of the Director, 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.

- 17:07 (b) The party receiving the notice shall appoint its nominee within ten (10) days of receipt

of notice.

- 17:07 (c) In making their appointments to the Arbitration Board both parties shall be guided by the following:
That no person be appointed a member of an Arbitration Board who has any direct pecuniary interest in the matter coming before it, or who has, within a period of six (6) months immediately preceding the date of his or her appointment, acted as a mediator, solicitor, counsellor or negotiator of either of the parties but no person shall be deemed to have direct pecuniary interest by reason of his or her being a rate payer within the area of jurisdiction of the Board.
- (d) The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them or some mutually agreed upon time appoint a third person who shall be the Chairperson.
- (e) If the recipient of the notice fails to appoint an appointee within the time designated the appointment shall be made by the Minister of Labour or, if the two appointees fail to agree upon a Chairperson within the time designated, the Chairperson shall be appointed by the Minister of Labour.
- (f) The Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision is final and binding upon the parties and upon any Teacher affected by it. A decision of the majority shall be the decision of the Arbitration Board. If there is no majority the decision of the Chairperson governs.
- (g) The Board and the appropriate Association shall each be responsible for the fees and expenses of its own appointee. The parties will share equally the fees and expenses of the Chairperson.
- (h) The Arbitration Board shall have the authority only to settle disputes under the terms of a grievance as outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitration Board shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.
- 17:08 Unless mutually agreed otherwise by both parties, the place of hearing shall be in the City of Thunder Bay.

SECTION III - BENEFITS

ARTICLE 18 - CUMULATIVE SICK LEAVE AND WORK PLACE SAFETY AND INSURANCE BOARD

18:01 SICK LEAVE

- (a) The classes of Teachers eligible under this Sick Leave Credit System shall be members of the O.E.C.T.A. Secondary Unit.
- (b) Each Teacher is entitled to twenty (20) days Sick Leave per school year, subject to paragraphs (c) and (d).
- (c) Where a Teacher commences employment after September 1 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 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 WORK PLACE SAFETY AND INSURANCE BOARD

- (a) Subject to paragraph (b), Teachers on compensation shall be paid their salary by the Board.

- 18:02 (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 Work Place Safety and Insurance Board rate for the period not covered.
- (c) Payments made by the Work Place Safety and Insurance Board shall be remitted to the School Board.
- (d) Absence recognized by the Work Place 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 PROCEDURES FOR OBTAINING LEAVE

Teachers requesting a Leave of Absence as referred to in this Article must complete a standard "Request for Leave" form available from the Teacher's immediate superior officer or Principal, which in turn shall be submitted to the Manager of Human Resources at least two (2) weeks in advance of the occasion prompting the request. In the event of extenuating circumstances, verbal approval from the Teacher's immediate superior officer or Principal will suffice, to be followed by a completed "Request for Leave" form in the usual manner.

The disposition of all requests for leave of absence shall, subject to the express provisions of this Article, be at the discretion of the Manager of Human Resources, in consultation with the Teacher's immediate superior or Principal.

19:02 BEREAVEMENT

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

19:03 COMPASSIONATE LEAVE

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

19:04 EXAMINATION LEAVE

A Teacher may be granted leave, without loss of pay or Sick Leave or Cumulative Sick Leave Credits, for the purpose of writing an examination leading to the advancement of academic or professional qualifications. The maximum leave shall be for the period of the examination plus any required travel time to the place of the examination.

19:05 LEAVE FOR JURY DUTY OR WITNESS

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

- (i) informs the 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 traveling 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 LOCAL ASSOCIATION PRESIDENT

- (a) The President of the local 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 Unit President. The Board agrees to extend the half-time leave without pay or contributions towards benefits to a full-time leave without pay or contributions towards benefits if the local bargaining unit so requests following ratification of this memorandum. If the Association so requests a full-time leave, the full-time leave will commence upon the filling of the vacancy created by the extended leave.

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

- (b) The leave will be recognized for experience, seniority and salary purposes.
- (c) The Board shall be required to pay the cost of any substitute teacher necessitated by the leave.
- (d)
 - (i) In the event a member of the 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 1 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) Neither leave shall be charged against Sick Leave or Cumulative Sick Leave Credits.
- (f) The President of the local bargaining unit shall notify the Director of Education in writing, by June 30 of the leave required for the President for the next school year.
- (g) The President of the local bargaining unit shall be granted the equivalent of two (2) full day leaves of absence per school year without loss of pay or sick leave or cumulative sick leave credits for the purpose of attending Council of Presidents meetings.

19:09 LEAVE FOR CHIEF NEGOTIATOR

The Chief Negotiator may be granted by the Superintendent of Business and Corporate Services, up to ten (10) days of unpaid leave per school year, for the purpose of attending activities related to negotiations. 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 when a replacement is necessary or not. Such day shall not be taken on any day before or after a school holiday.

19:11 LEAVE OF ABSENCE WITHOUT PAY

- (a) A Teacher on unpaid leave or leave without pay shall retain seniority, experience and Sick Leave or Cumulative Sick Leave Credits held at the commencement of the leave but shall not accumulate further seniority, experience or Sick Leave during the period of the leave. The Teacher shall be required to pay 100% of the cost of any fringe benefits in which the Teacher is eligible and continues to be enrolled during the period of leave.
- (b) Leave without pay may be granted in cases of an extremely urgent nature at the discretion of the Teacher's immediate superior officer or Principal.
- (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.

- 19:11 (e) However, such leave shall be subject to the following conditions:
- (i) it shall be the responsibility of the Teacher to notify the Manager of Human Resources, in writing, no later than April 30 or October 31 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 30 or October 31 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 will be granted pursuant to the *Employment Standards Act*, except where amended in this Article.

1. Pregnancy Leave

- (a) 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:

(a.1) is eligible for pregnancy leave benefits under Human Resources Development Canada; and,

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

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,
- (b) for a teacher who commenced the leave after December 31 either
- (i) to August 31 of the school year in which the leave commenced; or
 - (ii) to December 31 of the following school year; or
 - (iii) to August 31 of the following school year,

whichever the teacher so requests.

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

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

(b) **Description**

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

- (i) the first semester of a school year;
- (ii) the second semester of a school year; or
- (iii) the first and second semester of a school year

as a leave of absence without pay and of financing the leave through deferral of salary. It is understood that no more than six (6) participating Teachers may be on leave under this Plan in any one (1) school year.

(c) **Eligibility**

Any Teacher having three (3) or more years seniority with the Board (according to 16:06) is eligible to apply for participation in the Plan.

(d) **Application**

- (i) A Teacher must make written application to the Manager of Human Resources on or before January 31 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) O.E.C.T.A. appointees and two (2) Board appointees shall meet to review the applications for the purpose of making recommendations to the Board concerning acceptance or denial of same.
- (iii) Acceptance of a Teacher's application will be at the sole discretion of the Board.
- (iv) Decisions regarding applications will be forwarded to the Teacher, in writing, by May 1 in the school year in which the request is made.

19:14 (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 Account will be established with the Royal Bank of Canada, 620 E. Victoria Avenue, for each Teacher in the Plan. The deferred earnings shall be deposited to this account on the regularly established pay dates, where it shall be retained by the Board for the Teacher and accumulate interest until the year of leave or dissolution of the agreement between the Board and the Teacher.
- (iii) Funds in the Trusteed Account will be held in a signature account for the first \$4,999., then in the Royal Money Maker Account and earn interest at the rates established by the Bank.
- (iv) Interest earned by the Trusteed Account in a taxation year will be paid to the employee by the end of the year.
- (v) In each year of the Plan, preceding the year of leave, the Teacher will deposit a percentage of the proper grid salary and applicable allowance in accordance with the agreement.
- (vi) In the year of the leave the Board shall pay to the Teacher the total of the deferred salary installments, plus any interest in the signature account and Royal Money Maker Account, conforming to the regular pay periods set forth in the year of the leave or in one or two lump sums, if requested by the Teacher.
- (vii) While a Teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had the individual not been enrolled in the Plan.
- (viii) A Teacher's fringe benefits will be maintained by the Board during the leave of absence. However, the premium cost of all fringe benefits shall be paid by the Teacher during the year of the leave, subject to conditions of the insurance carrier(s).
- (ix) While on leave, any benefits tied to Salary leave shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had the latter not been enrolled in the Plan.
- (x) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, Superannuation and any benefits in the Collective Agreement. The amount deducted for Superannuation will be controlled by 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 Association and the participating Teacher and after the receipt of a ruling of Revenue Canada and of its terms. The participating Teachers will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms of liability against the Board by any person that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

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 a similar position 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 31, by giving written notice to the Board by the preceding April 30, 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 enroll in the Plan commencing _____
(pay date)

2. Year of Leave

I wish to take my Leave of Absence from the Thunder Bay Catholic District School Board
from _____ to _____
(start date) *(end date)*

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, 20___, I wish to defer ___% of each of my salary payments for the next ___ years.
- b) Any interest or additional amounts that have been earned or accrued on the deferred amount in a taxation year for the benefit of the employee, shall be paid in that year to the employee.
- c) Annually the 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 the Thunder Bay Catholic District School Board and the Thunder Bay O.E.C.T.A. Secondary Unit assume no responsibility for any consequences arising out of this plan related to effects on my Superannuation provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by me as a result of my participation in the Plan.

Teacher's Signature

Director of Education Signature

Present Assignment

Board Chairperson

Teacher's Present School

Witness

Witness

Date

19:15 **Return After Leave**

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

ARTICLE 20 - 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 Teacher's 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 for the purposes of salary and other benefits shall be credited with the appropriate experience allowance while on a Sabbatical Leave and shall displace the most junior teacher in the said position, provided such a position exists.

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
- (b) In any one year, the Board may grant Sabbatical Leaves equivalent to one per cent (1%) of the teaching staff in the bargaining unit or one (1) Teacher per school year (whichever is the lesser) and who are members of O.E.C.T.A. In terms of units, the

maximum number of equivalent units which the Board may grant in any one year is ten (10).

- (c) The selection of applications shall be solely at the discretion of the Board.

20:05 Applications

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

20:06 Commitment

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

ARTICLE 21 - RETIREMENT GRATUITY

- 21:01 (a) Upon retirement each Teacher shall be granted Cumulative Sick Leave Credit Gratuity for a period equal to the unexpended portion of the Teacher's Cumulative Sick Leave Credits in accordance with the following formula. In no case shall the years of service exceed thirty (30) and the days credit in reserve exceed two hundred (200)

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

P percentage rate outlined below
SLC days of the Cumulative Sick Leave Credits
AS annual salary on date of retirement

- (b) Percentage Rates shall be:
 - After 10 years service with the Board.....10%
 - After 11 years service with the Board.....12%
 - After 12 years service with the Board.....14%
 - After 13 years service with the Board.....16%
 - After 14 years service with the Board.....18%

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

- (c) In the event of the death of a Teacher after retirement but before payment of the full benefits of the retirement gratuity as provided above, such remaining benefits shall be paid to the Teacher's estate.
- (d) All benefits provided above shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the Teacher and the Board.

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 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.
- (b) Effective the 2002-2003 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.

REFER TO APPENDIX F FOR A FURTHER EXPLANATION OF THE INSURANCE BENEFITS

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

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

SECTION IV - RESPONSIBILITY ALLOWANCES AND SALARIES

ARTICLE 23 - DEFINITION OF LEVELS

23:01 Pre-Level

- (a) Teachers who are members of the O.E.C.T.A. Secondary Unit and who hold only temporary certificates as Teachers of Oral French to English speaking pupils in Elementary Schools of Ontario.
- (b) Persons who hold a Letter of Permission, except those who, holding a permanent certificate qualifying them to teach in schools where French is the language of instruction, are employed as Teachers of Oral French and the levels of such latter persons shall be determined by the terms of 23:02 below.

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

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

- (b) However, where in the event that through no fault of the Teacher, presentation of said certificate on or before December 31 is not possible, the Teacher shall provide the Manager of Human Resources with proper written notification on or before December 31, 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 1 immediately following, proof of successful completion of said half or whole course along with an appropriate Q.E.C.O. Evaluation Certificate governing same, will be placed at the new proper salary category level retroactive to January 1 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 1 is not possible, the Teacher shall provide the Manager of Human Resources with proper written notification on or before April 1, 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 Curriculum Chairpersons shall be paid in addition to their salaries as determined by the Teachers' schedule the following allowance:

Effective September 1, 2001 \$4,566

Effective September 1, 2002 \$4,623

The Curriculum Chairperson will be entitled to a maximum of five days per semester in each of two semesters, unless agreed to otherwise by the Employer, to a maximum of ten days per school year for the purpose of exercising the responsibilities of Curriculum Chairperson.

25:02 Trade/Technical or Business Experience Allowance

(a) Effective September 1, 1990, all qualified teachers shall receive an allowance annually for trade/technical or business experience. The teacher will be credited \$500.00 for each year of trade/technical or business experience, to a maximum of \$2,500.00.

Effective September 1, 2001 the teacher will be credited \$506.00 for each year of trade/technical or business experience, to a maximum of \$2530.00.

Effective September 1, 2002 the teacher will be credited \$512.00 for each year of trade/technical or business experience, to a maximum of \$2560.00.

- 25:02 (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 - ACTING ADMINISTRATOR

- 26:01 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.
- 26:02 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.
- 26:03 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.
- 26:04 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.
- 26:05 The Board agrees to replace a Teacher who accepts a position as an Acting Administrator with an Occasional Teacher when required.
- 26:06 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.
- 26:07 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 27- SCHOOL YEAR

- 27:01 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 28 - PROFESSIONAL DEVELOPMENT

28:01 One hundred dollars (\$100.) per FTE will be designated to each school. Professional development funds shall be allocated by the Principal.

ARTICLE 29- TEACHER SALARIES

29:01 Teacher salaries shall be in accordance with the Table of Salaries as provided for in Section V of this Agreement.

SECTION V**SECONDARY TABLE OF SALARIES - Effective September 1, 2001 - August 31, 2002**

	Level A	Level A1	Level A2	Level A3	Level A4
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

SECONDARY TABLE OF SALARIES - Effective September 1, 2002 - August 31, 2003

	Level A	Level A1	Level A2	Level A3	Level A4
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

Salaries are rounded to the nearest dollar

SECTION VI - CONTINUING EDUCATION

ARTICLE 30 - CONTINUING EDUCATION

30:01 All Continuing Education Teachers as defined in Clause 30:03 below shall be paid according to the following schedule:

Effective September 1, 2001 \$40.772/hr including vacation pay

Effective September 1, 2002 \$41.282/hr including vacation pay

30:02 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 30:01 above.

30:03 Continuing Education Teacher means a Continuing Education Teacher as defined in the *Education Act*.

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

For the Board
O.E.C.T.A. Secondary Thunder Bay Unit

For

APPENDIX A

LETTER OF UNDERSTANDING - Criminal Records Checks

For all teachers on staff at June 30, 2001, the Board agrees to pay the one time cost of obtaining the criminal record check now required by statute.

For the Board

For the Association

APPENDIX B

LETTER OF UNDERSTANDING – SCHOOL YEAR

The school year for the 2001-02 school year shall be September 4, 2001 to June 28, 2002 as attached hereto as Appendix "B-2".

For the Board

For the Association

APPENDIX B-2

APPENDIX C

LETTER OF UNDERSTANDING – CURRICULUM CHAIRPERSONS

The Board agrees that it will appoint (9) curriculum chairpersons in each of St. Ignatius and St. Patrick for the 2001-2002 and the 2002-2003 school year.

The Board agrees to amend its policy with respect to the appointment of curriculum chairpersons by increasing the term of appointment from 3 school years to 4 school years.

For the Board

For the Association

APPENDIX D

LETTER OF UNDERSTANDING - ARTICLE 11

An assignment of supervision of twenty-five (25) minutes per week pursuant to Regulation 298 under the *Education Act* will not be counted as part of the assignment of supervision pursuant to Article 11.

For the Board

For the Association

APPENDIX E

One Week Block - Day One Through Four

Time	Description	Instructional Time	Notes
8:40 – 9:57	Period 1	77 minutes	Longer period
9:57 – 10:02	Announcements		5 minutes supervision
10:02 – 10:06	Travel		Unsupervised
10:06 – 11:23	Period 2	77 minutes	Longer period
11:23 – 12:08	Lunch		45 minutes supervision
12:08 – 12:12	Travel		Unsupervised
12:12 – 1:29	Period 3	77 minutes	Longer period
1:29 – 1:33	Travel		Unsupervised
1:33 – 2:50	Period 4	77 minutes	Longer period

Day Five

Time	Description	Instructional Time	Notes
8:40 – 9:48	Period 1	68 minutes	Shortened period
9:48 – 9:53	Announcements		5 minutes supervision
9:53 – 9:58	Travel		Unsupervised
9:58 – 10:26	TAP	28 minutes	Shared rooms
10:26 – 10:31	Travel		Unsupervised
10:31 – 11:39	Period 2	68 minutes	Shortened period
11:39 – 12:26	Lunch		45 minutes supervision
12:26 – 12:30	Travel		Unsupervised
12:30 – 1:38	Period 3	68 minutes	Shortened period
1:38 – 1:42	Travel		Unsupervised
1:42 – 2:50	Period 4	68 minutes	Shortened period

APPENDIX F

SUMMARY OF VARIOUS 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.

- (b) Prescribed drugs obtained on a written prescription
- (c) Services of a registered nurse
- (d) Prosthetic appliances and medical equipment
- (e) Dental Treatment following an accident
- (f) Ambulance Service
- (g) Additional cost for private hospital room
- (h) Physiotherapist
- (i) Clinical psychologist, \$35 first visit and \$20 per hour to a maximum of \$200 per benefit period
- (j) Masseur up to \$7 per visit, maximum 12 treatments (medical certificate required)
- (k) Speech therapist up to \$200 per benefit period (M.D. certificate required)
- (l) Chiropractor, osteopath, chiropodist, podiatrist or naturopath up to \$15 per treatment, maximum 20 treatments per benefit period
- (m) 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.

- (c) Examinations
- (d) Consultations
- (e) Radiographs (X-Rays)
- (f) Diagnostic Services
- (g) Preventive services – cleaning, fluoride treatments, space maintainers
- (h) Restoration including fillings and stainless steel crowns
- (i) Extractions
- (j) Anesthesia
- (k) Endodontics –root canal treatment
- (l) Periodontal – diagnosis and treatment of gum tissue
- (m) Surgical services
- (n) 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.

RECOGNITION DAYS

The Thunder Bay Catholic District School Board concurs with the philosophy expressed by the Ministry of Education regarding co-curricular activities. The Board considers co-curricular activities to be an integral part of the educational program and a valuable and enriching experience for the students of the system.

In order to facilitate such programs and to recognize the efforts of the Teachers involved, the Thunder Bay Catholic District School Board agrees to:

The granting of compensatory time to a maximum of two (2) days during the examination schedules at the discretion of the school principal providing the teacher has performed sixty (60) hours of co-curricular activities. Implementation of such days shall be at no cost to the Board and will not result in increased workload for other Teachers. These days are to be for evaluation or consultation but are not personal days as defined in the collective agreement. The teacher agrees to be available for telephone contact.

APPENDIX G

LETTER OF UNDERSTANDING - Double Cohort Year

Whereas the 2002-2003 school year is the double cohort year, and whereas it is anticipated at this time that in the normal course of events there would be a resulting reduced requirement for Teachers in the school year following the double cohort year, therefore the parties agree to meet to discuss whether there are options which might be available for affected Teachers.

For the Board

For the Association
