

COLLECTIVE AGREEMENT

BETWEEN

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

-and-

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY SECONDARY UNIT

September 1, 2008 to August 31, 2012

12772 (04)

Secondary Teachers' Collective Agreement

TABLE OF CONTENTS

I CONDITIONS OF EMPLOYMENT

	Interpretations	1
Article 1	Purpose	2
Article 2	Recognition	2
Article 3	Duration and Renewal	3
Article 4	Association Fees	3
Article 5	Information	4
Article 6	New Positions	4
Article 7	Salary Conditions	4
Article 8	Salary Payments	5
Article 9	Copy of Agreement	5
Article 10	Just Cause	5

II CONDITIONS OF WORK

Article 11	Staffing	5
Article 12	Job Postings	9
Article 13	Transfers	10
Article 14	Administration Of Oral Medication	11
Article 15	Occupational Health & Safety	11
Article 16	Staff Reduction	11
Article 17	Grievance Procedure	14

III BENEFITS

Article 18	Cumulative Sick Leave and Workplace Safety and Insurance Board	17
Article 19	Leave of Absence	18
Article 20	Sabbatical Leave	29
Article 21	Retirement Gratuity	30
Article 22	Other Benefits	31

IV RESPONSIBILITY ALLOWANCES AND SALARIES

Article 23	Definition of Levels	33
Article 24	Coordinators and Consultants	34
Article 25	Other Allowances	34
Article 26	Literacy Resource Teacher	35
Article 27	Acting Administrator	35

Article 28	School Year	36
Article 29	Professional Development	37
Article 30	Teacher Salaries	37

V SECONDARY TABLE OF SALARIES

Effective September 1, 2008	37
Effective September 1, 2009	37
Effective September 1, 2010	38
Effective September 1, 2011	38

VI CONTINUING EDUCATION

Article 31	Continuing Education	39
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APPENDICES

Appendix A	Letter of Understanding –Examinations	40
Appendix B	Letter of Understanding– School Year	40
Appendix C	Letter of Understanding– Curriculum Chairpersons	41
Appendix D	Letter of Understanding–Curriculum Chairpersons	41
Appendix E	Summary of Various Benefits Plans	42
Appendix F	Letter of Understanding- Joint Professional Development Committee	44
Appendix G	Letter of Understanding- Joint Board Level Secondary Staffing Committee	45
Appendix H	Letter of Understanding– Family Care	46
Appendix I	Letter of Understanding- Benefits	47
Appendix J	Letter of Agreement – Serious Illness	48
	Memorandum of Agreement – E Learning	49
	Recognition Days	50

Thunder Bay Catholic District School Board
Secondary Teachers' Agreement
2008 - 2012

The Thunder Bay Catholic District School Board and the O E C T A , Thunder Bay Secondary Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education

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, 2008 and continue in force until August 31, 2012 and from year to year thereafter unless notice is given by either party, in writing, to renew the Collective Agreement with or without modifications, 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 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 The Board shall have available on its Intranet no later than thirty (30) days following the execution of the Collective Agreement a copy of the Collective Agreement.

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 secondary school classes shall be:
- (i) in accordance with the Education Act and Regulations thereunder, and
 - (ii) In accordance with additional directions to the Board from the Ministry of Education to reduce class size where such directions
 - (ii 1) are lower than that required pursuant to the Education Act and the Regulations thereunder and
 - (ii 2) only to the extent such directions are funded
- 11:02 Full time teachers shall be assigned six periods of credit bearing and/or credit equivalent courses, three per semester.
- 11:03 (a) Effective September 1, 2008, a Teacher shall be available for an average of fifty-five (55) minutes per week over the school year for supervision.

11:03 (b) Effective September 1, 2009, a Teacher shall be available for an average of forty-five (45) minutes per week over the school year *for supervision*

(c) For greater clarity, this supervision may be assigned

- 1 before the start of the first regularly scheduled class of the school day in the school
- 2 during the regular school day
- 3 after the end of the last regularly scheduled class of the school day.

Secondary Teachers shall be available to students in their classroom fifteen minutes prior to the first scheduled class of the day,, Such time shall not constitute supervision/on call or instructional time,. Any assigned duty during the times as outlined above, such as but not limited to, bus duty, hall duty/or yard duty shall constitute supervision,,

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,.

11:05(a) The Board will employ at least the number of classroom Teachers as derived below:

$$Y \text{ FTE}_{2008-09} = ((X_{2008-2009} \times 7.5) / 8 / 22)$$

Where " $X_{2008-2009}$ " is defined as the estimate for the average daily enrolment for the academic year 2008-2009 as determined by the Board, following consultation with the JBLSSC, and as may be monitored through out the school year by the JBLSSC

$Y \text{ FTE}_{2009-2010}$, $Y \text{ FTE}_{2010-2011}$ and $Y \text{ FTE}_{2011-2012}$ shall be calculated in the same manner and $X_{2009-2010}$, $X_{2010-2011}$ and $X_{2011-2012}$ shall be monitored in the same manner That is:

$$Y \text{ FTE}_{2009-2010} = ((X_{2009-2010} \times 7.5) / 8 / 22)$$

(b) In addition, the Board will employ for the 2008-2009 school year and for the 2009-2010, 2010-2011 and 2011-2012 school years

Section 23 Teachers, to the extent that the Ministry of Education provides the 5.5 funding for the provision for the said Teachers

NSL Teachers	0.333
Maternity	.667
Bridges	2.0
Teacher-Librarians	2.67

Guidance Counsellors	8
Learning Centre and Special Education	6.67
Teachers of Congregated Classes	2.67
Coordinator	1.0
Consultant	.333
TOTAL	29.843

- (c) It is understood that the Board has a right to assign the allocation of Student Success Teachers subject to restrictions imposed by the Ministry of Education, For greater clarity, the Board in its discretion may assign Student Success Teachers to deliver parts of the above noted programs or other programs., By way of example, 2 of the 8 guidance teachers may be Student Success teachers.
- (d) Notwithstanding 11:05(a), for the 2009-10 school year, in the event there is an increase or decrease in the average daily enrolment from that in the 2008-2009 school year, the Board in its discretion may increase or decrease, respectively, the total of the above numbers by a proportional amount, For greater clarity, and by way of example, if the average daily enrolment increases by five per cent (5%), then the above total may be increased by five per cent (5%). The foregoing shall apply for the 2010-11 school year relative to 2009-2010 and for the 2011-2012 school year relative to 2010-11. The Board will review the same with the JBLSSC prior to any proportional change,,
- (e) The Board will hire the full complement of
- i. Safe School FTE Teachers and
 - ii. Student Success Initiatives FTE Teachers

That result from the funding provided to the Board by the government,

11:06 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation,,

11:07(a) Conditional upon approval of the Lieutenant Governor-in-Council of a new allocation to be introduced in the GSN, the Board will hire the following complement of teachers to support the expansion of secondary programming:

- (i) September 1, 2008: 0.19 teacher per 1,000 secondary pupils
- (ii) September 1, 2009: 0.38 teacher per 1,000 secondary pupils
- (iii) September 1, 2010: 0.70 teacher per 1,000 secondary pupils
- (iv) September 1, 2011: 1.02 teacher per 1,000 secondary pupils

(v) August 31,2012: 1 35 teacher per 1,000 secondary pupils

11:07(b) The Board will hire the full complement of additionally funded secondary Teachers that result from the new allocation For the 2008-2009 school year, the hiring of additional Teachers shall occur at the second semester

(c) The JBLSSC will be engaged in the allocation of this additional staffing

11:08(a) The planning and scheduling of planning and preparation time shall be at the sole discretion of the Board

(b) Except for assigned supervision, planning and preparation time cannot be assigned by the principal for other duties A Teacher, however, may agree to a request by a principal The time shall be used for planning and preparation time in the school

11:09 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.

11:10 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 11:09 of the collective agreement,.

11:11 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. Teachers shall not be scheduled for lunch during period 1 or 4.

11:12 For part-time Teachers the amount of planning and preparation time and assignment of supervision in a semester shall be pro-rated.,

11:13 Teaching assignments for the upcoming school year will be made available to the Teachers before June 15. If changes are made by the Board thereafter, the Board will endeavour to notify the Teacher as soon as practicable.,

11:14 Joint Board Level Secondary Staffing Committee

(i) The Joint Board Level Secondary Staffing Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association

(ii) The representative of the Association and the representatives of the Board shall each nominate one of their number as a Co-Chairperson

(iii) The JBLSSC shall meet at least five (5) times per year during the regular school day and will work to develop consensus on matters within its mandate Additional meetings may be called at the mutual consent of both Co-chairs The first meeting of the JBLSSC will be called prior to September 15th of each school year

- (iv) An agenda for each meeting shall be prepared by the Co-chairs prior to any meeting. All information pertinent to the agenda will be provided to all the JBLSSC members at least 24 hours prior to any meetings of the committee. The JBLSSC shall be provided with all relevant information to discharge its duties pursuant to this article.
- (v) As part of their Board-wide Improvement plan and comprehensive Student Success Plan, the Board will articulate its strategy to expand secondary programming and supports over four years. The JBLSSC will be engaged in the development of the strategy to expand secondary programming. This strategy may include increases in course offerings and strategic class size reductions.

11:15 Joint Professional Development Committee

- (i) The Board and the Association agree that professional development is job-embedded, and informed by research, done in partnership with colleagues.
- (ii) The Joint Professional Development Committee will be established in January 2009 consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.
- (iii) The representatives of the Teachers and the representatives of the Board shall each nominate one of their number as a Co-Chairperson.
- (iv) The Joint Professional Development Committee shall meet at least four (4) times per year during the regular school day and will work to develop consensus on matters within its mandate.
- (v) An agenda for each meeting shall be prepared by the Co-chairs prior to any meeting. All information pertinent to the agenda will be provided to all the Professional Development members at least 24 hours prior to any meeting of the committee. The Professional Development shall be provided with all relevant information to discharge its duties pursuant to this article.

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 three (3) school days on the Board's intranet and shall be open to application by Teachers covered by this Agreement. If a subsequent vacancy arises due to the filling of an initial vacancy, the subsequent vacancy shall be posted for two (2) days, on the Board's intranet, and shall be open to application from Teachers covered by this Agreement., Subsequent vacancies arising from the filling of the second posting need not be posted., 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,.

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 Personnel File

A Teacher with written notice, shall have access to his/her personnel file, after the school day The Teacher shall have access in the company of a representative of the Board The Board will on a reasonable request by the Teacher provide the Teacher with a copy of contents of the said file.

ARTICLE 13 - TRANSFERS

13:01 Transfers within the secondary bargaining unit may be initiated either by the Board or the Teacher pursuant to the terms outlined below All transfers shall be based on the needs of the education system

13:02 Teacher Initiated Transfers

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 30th Notification of such request should be provided by the Teacher to the school Principal

13:03 Board Initiated Transfers

- (a) Transfers shall be initiated by the appropriate Superintendent of Education, in consultation with the school Principal
- (b) The appropriate Superintendent of Education, will notify the Teacher being transferred in writing of the details of the transfer

- (c) The Teacher affected by the Board initiated transfer will be given the opportunity to discuss the transfer with the appropriate Superintendent of Education,,

13:04 The appropriate Superintendent of Education, will attempt to secure a mutually satisfactory placement for the affected teacher(s)

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;
- 16:04 (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
- (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 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,,
- (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,,

- (b) The party receiving the notice shall appoint its nominee within ten (10) days of receipt of notice,
- (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.,
- 17:07 (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 WORKPLACE SAFETY AND 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 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 or lector
- (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) Upon written request of the Union, the Board shall grant a leave of absence from educational duties for one or more school years for the President of the bargaining unit., The Union shall request and the Board shall grant a full time leave or half-time leave. The half time leave shall be half days, every school day, unless mutually agreed otherwise by the parties.,

The President of the local bargaining unit shall be granted full-time or 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 or half-time leave, the full-time or half-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.
- (iv) In the event that the bargaining unit President is unable to perform his or her duties, for an extended period, the leave for President is cancelled and the Unit Executive may appoint another Teacher as President designate until the president is able to return to his or her duties as president and such alternate Teacher shall be on this leave for

Local President If the alternate President is on half time leave than the half time leave shall be half days, every school day, unless mutually agreed otherwise by the parties

- (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 whether 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
- 19:11 (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) on written request for family care for a period of not more than one (1) year
 - (v) 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 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) Effective March 7, 2005 a teacher granted a pregnancy leave of absence 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 100% 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 where the transfer was announced prior to the commencement of the pregnancy or parental leave 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 shall be granted up to three (3) days without loss of salary or service credits for needs directly related to the adoption of his/her child

19:13 **PATERNITY LEAVE**

- (a) A male Teacher shall be granted one (1) day without loss of salary or service credits on the birth of his child
- (b) A male Teacher shall be granted a maximum of three (3) work days, without loss of salary or services credits within a period of ten (10) working days following the birth of the 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,.

(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:

- 19:14(e)(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) An Account will be established with the Chartered Bank 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 Account will be held in a signature account for the first \$4,999., then in the Account and earn interest at the rates established by the Bank..
- (iv) Interest earned by the 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 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 Teachers Pension Plan and the Canada Revenue Agency,,
- (xi) **Canada Revenue Agency Contingencies**

The present method for making income tax deductions shall continue,.Any changes to this method are dependent upon a ruling from the Canada Revenue Agency that the income deferral scheme contemplated herein may be acceptable to the Canada Revenue Agency,.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 the Canada Revenue Agency 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 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 participation in the Plan.,

Teacher's Signature

Director of Education Signature

Present Assignment

Board Chairperson

Teacher's Present School

Witness

Witness

Date

19:15 Upon the return of a Teacher from a Leave of Absence for a period of one year or less, the Board shall endeavour to place the Teacher in a similar assignment as occupied before the leave began, provided such assignment exists

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 Manulife Semi-Private coverage

22:03 EXTENDED HEALTH BENEFITS- The Board shall pay 100% of the premium cost of Manulife 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.

22:03 (a) Effective September 1, 2007 the Board will pay 100% of the premium coverage for:

- physiotherapy
- chiropractor
- massage

with a maximum of seven hundred and fifty dollars (\$750 00) combined coverage subject to deductibles described above

- 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 Manulife 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 Effective September 1, 2006 the Board shall pay 100% of the premium for the Manulife Vision Care Plan \$225/24 months
- 22:08 DELUXE TRAVEL PLAN - The Board shall pay 100% of the premium for the Manulife Deluxe Travel Plan
- 22:09 Effective September 1, 2006, provided such coverage is available the board shall pay for coverage for Extended Health Care, Semi-Private, Chiropractor, Dental, Vision, Physiotherapy and Massage shall include dependant students under the age of twenty-five (25) years
- 22:10 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) 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

- 22:11 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
- 22:12 (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 leachers 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 leacher 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 leacher 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, 2008: \$10,619 00 Effective September 1, 2009: \$10,938 00
 Effective September 1, 2010: \$11,266 00 Effective September 1, 2011: \$11,604 00

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

Effective September 1, 2008: \$5,309 00 Effective September 1, 2009: \$5,468 00
 Effective September 1, 2010: \$5,632 00 Effective September 1, 2011: \$5,801 00

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, 2008: \$5,631 00 Effective September 1, 2009: \$5,800 00
 Effective September 1, 2010: \$5,974 00 Effective September 1, 2011: \$6,153 00

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 This allowance shall not permit the teacher's salary to exceed the maximum for the teacher's salary category Effective September 1, 2004 this allowance will not permit the teacher's salary to exceed the maximum for category A4
- Effective September 1, 2008 the teacher will be credited \$604 00 for each year of trade/technical or business experience, to a maximum of \$3,020 00
- Effective September 1, 2009 the teacher will be credited \$622 00 for each year of trade/technical or business experience, to a maximum of \$3,110 00
- Effective September 1, 2010 the teacher will be credited \$641 00 for each year of trade/technical or business experience, to a maximum of \$3,205 00
- Effective September 1, 2011 the teacher will be credited \$660 00 each year of trade/technical or business experience, to a maximum of \$3,300 00
- (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 - LITERACY RESOURCE TEACHER

The Literacy Resource Teacher shall be paid in addition to his or her salary as determined by the Table of Salaries the following allowance:

Effective September 1, 2008: \$2662 00 Effective September 1, 2009: \$2742 00
 Effective September 1, 2010: \$2824 00 Effective September 1, 2011: \$2909 00

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 Effective September 1, 2008 an Acting Administrator shall be compensated at the daily rate of thirty dollars and ninety cents (\$30 90) per day for absences of up to 10 school days, and at the daily rate of forty one dollars and twenty cents (\$41 20) per day for days over 10 school days
- Effective September 1, 2009 an Acting Administrator shall be compensated at the daily rate of thirty one dollars and eighty three cents (\$31 83) per day for absences of up to 10 school days, and at the daily rate of forty two dollars and forty four cents (\$42 44) per day for days over 10 school days
- Effective September 1, 2010 an Acting Administrator shall be compensated at the daily rate of thirty two dollars and seventy-eight cents (\$32 78) per day for absences of up to 10 school days, and at the daily rate of forty three dollars and seventy-one cents (\$43 71) per day for days over 10 school days
- Effective September 1, 2012 an Acting Administrator shall be compensated at the daily rate of thirty three dollars and seventy six cents (\$33 76) per day for absences of up to 10 school days, and at the daily rate of forty five dollars and two cents (\$45 02) 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 thirty (30) 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 - PROFESSIONAL DEVELOPMENT

- 29:01 One hundred dollars (\$100) per FTE will be designated to each school Professional development funds shall be allocated by the Principal

ARTICLE 30 - TEACHER SALARIES

- 30:01 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, 2008					
	Level A	Level A1	Level A2	Level A3	Level A4
0	38,928	42,311	44,390	47,776	51,709
1	41,263	44,849	47,090	50,712	54,880
2	43,598	47,390	49,787	53,650	58,050
3	46,193	49,931	52,483	56,586	61,221
4	48,275	52,470	55,179	59,525	64,391
5	50,614	55,015	57,879	62,463	67,559
6	52,950	57,554	60,576	65,402	70,732
7	55,284	60,095	63,274	68,338	73,901
8	57,623	62,635	65,972	71,279	77,071
9	59,964	65,177	68,670	74,214	80,241
10	62,295	67,712	71,363	77,150	83,411
11				80,085	86,585

Effective: September 1, 2009					
	Level A	Level A1	Level A2	Level A3	Level A4
0	40,096	43,580	45,722	49,209	53,260
1	42,501	46,194	48,503	52,233	56,526
2	44,906	48,812	51,281	55,260	59,792
3	47,579	51,429	54,057	58,284	63,058
4	49,723	54,044	56,834	61,311	66,323
5	52,132	56,665	59,615	64,337	69,586
6	54,539	59,281	62,393	67,364	72,854
7	56,943	61,898	65,172	70,388	76,118
8	59,352	64,514	67,951	73,417	79,383
9	61,763	67,132	70,730	76,440	82,648
10	64,164	69,743	73,504	79,465	85,913
11				82,488	89,183

Salaries Continued

	Level A	Level A1	Level A2	Level A3	Level A4
0	41,299	44,887	47,094	50,685	54,858
1	43,776	47,580	49,958	53,800	58,222
2	46,253	50,276	52,819	56,918	61,586
3	49,006	52,972	55,679	60,033	64,950
4	51,215	55,665	58,539	63,150	68,313
5	53,696	58,365	61,403	66,267	71,674
6	56,175	61,059	64,265	69,385	75,040
7	58,651	63,755	67,127	72,500	78,402
8	61,133	66,449	69,990	75,620	81,764
9	63,616	69,146	72,852	78,733	85,127
10	66,089	71,835	75,709	81,849	88,490
11				84,963	91,858

	Level A	Level A1	Level A2	Level A3	Level A4
0	42,538	46,234	48,507	52,206	56,504
1	45,089	49,007	51,457	55,414	59,969
2	47,641	51,784	54,404	58,626	63,434
3	50,476	54,561	57,349	61,834	66,899
4	52,751	57,335	60,295	65,045	70,362
5	55,307	60,116	63,245	68,255	73,824
6	57,860	62,891	66,193	71,467	77,291
7	60,411	65,668	69,141	74,675	80,754
8	62,967	68,442	72,090	77,889	84,217
9	65,524	71,220	75,038	81,095	87,681
10	68,072	73,990	77,980	84,304	91,145
11				87,512	94,614

Salaries are rounded to the nearest dollar

SECTION VI - CONTINUING EDUCATION

ARTICLE 31 - CONTINUING EDUCATION

31:01 All Continuing Education Teachers as defined in Clause 31:03 below shall be paid according to the following schedule:

Effective September 1, 2008	\$48 35/hr	excluding vacation pay
Effective September 1, 2009:	\$49 80/hr	excluding vacation pay
Effective September 1, 2010:	\$51 29/hr	excluding vacation pay
Effective September 1, 2011:	\$52 83/hr	excluding vacation pay

31:02 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 31:01 above

31:03 Continuing Education Teacher means a Continuing Education Teacher as defined in the *Education Act*

APPENDIX A

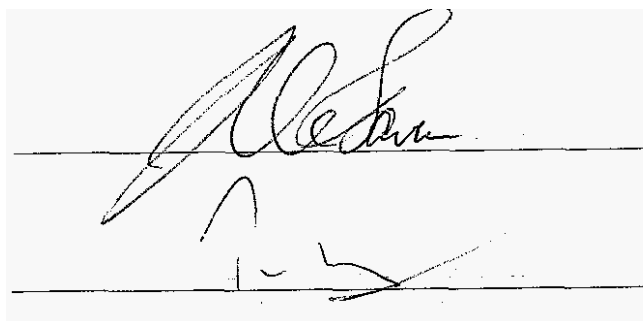
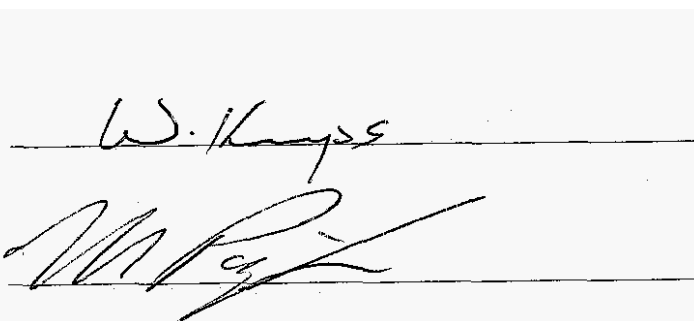
Letter of Understanding- Examinations

Three representatives of OECTA and three representatives of the Board shall meet to review the use of examinations

Dated at Thunder Bay this ____ day of _____, 2008

For the Board

For the Association

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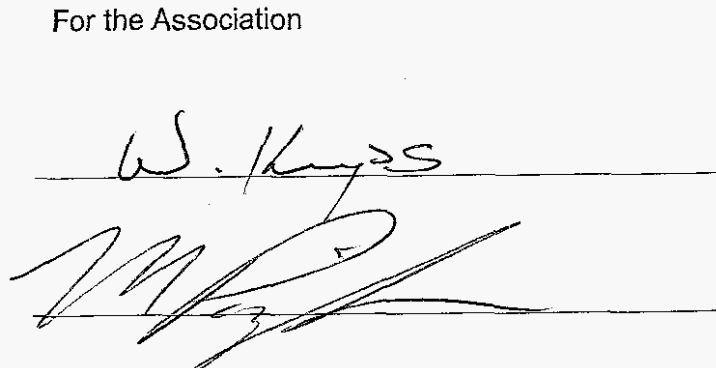
APPENDIX B

Letter of Understanding- School Year Calendar

The school calendar shall be completed in accordance with the Education Act and Regulations thereunder. The Board shall update the school year calendar which is in the electronic version of the collective agreement on the Board's website

For the Board

For the Association

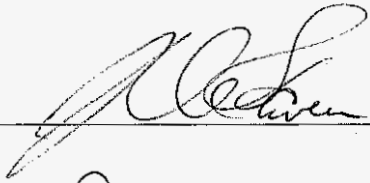
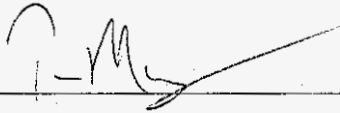
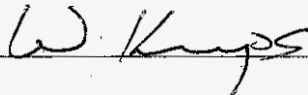

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APPENDIX C

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 2008-2009, 2009-2010, 2010-2011, 2011-2012 school years

The term of appointment of curriculum chairpersons will be four (4) school years

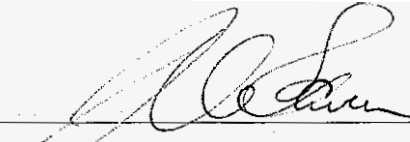



<p>For the Board</p>  <hr/>  <hr/>	<p>For the Association</p>  <hr/>  <hr/>
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APPENDIX D

Letter of Understanding - Curriculum Chairpersons

Three representatives of OECTA and three representatives of the Board shall meet to review the structure of the Curriculum Chairpersons model and the role of the Curriculum Chairpersons

Dated at Thunder Bay this ___ day of _____, 2008

<p>For the Board</p>  <hr/>  <hr/>	<p>For the Association</p>  <hr/>  <hr/>
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APPENDIX E

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.

- 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
- Clinical psychologist, \$35 first visit and \$20 per hour to a maximum of \$200 per benefit period
- Speech therapist up to \$200 per benefit period (M.D. certificate required)
- 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
- Effective September 1, 2007 the Board will pay 100% of the premium coverage for physiotherapy, chiropractor, massage with a maximum of seven hundred and fifty dollars (\$750.00) combined coverage (subject to deductibles described above)

VISION CARE

Effective September 1, 2006, the Board pays up to \$225.00 over 24 month period for eye glasses, contact lenses, laser surgery and eye exams. 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 Manulife brochure for complete details.

DENTAL PLAN

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

- (a) Examinations
- (b) Consultations
- (c) Radiographs (X-Rays)
- (d) Diagnostic Services

- (e) Preventive services -- cleaning, fluoride treatments, space maintainers
- (f) Restoration including fillings and stainless steel crowns
- (g) Extractions
- (h) Anesthesia
- (i) Endodontics --root canal treatment
- (j) Periodontal-- diagnosis and treatment of gum tissue
- (k) Surgical services
- (l) 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.

APPENDIX F

Letter of Understanding - Joint Professional Development Committee

The Joint Professional Development Committee will promote a focus on learning, collegiality, respect for professionalism, a commitment to continuous learning, collective inquiry into best practice, innovation and experimentation to improve teaching and student learning Therefore:

- 1 The Joint Professional Development Committee will recommend ways in which funds generated by the allocation in the Grants for Students Needs for professional development will be used to enhance professional learning opportunities for Teachers

Notwithstanding the foregoing the Joint Professional Development Committee will approve ways in which the Secondary panel's share of the funds generated pursuant to section 5 of the PDT agreement will be used to enhance professional learning opportunities for Teachers which is to be consistent with the learning goals identified in the Teachers' Annual Learning Plans

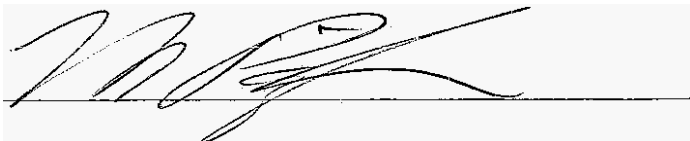
The calculation of the Secondary panel's share shall be done according to the provisions of the PDT agreement

- 2 The Joint Professional Development Committee will promote best practice in the implementation of professional learning which shall be embedded in the instructional day
- 3 The Joint Professional Development Committee will consult and advise as to professional activities during professional activity days which are consistent with the learning goals identified in the Teachers' Annual Learning Plans
- 4 The Joint Professional Development Committee will promote best practices in sustaining successful Catholic Professional Learning Communities
- 5 The Joint Professional Development Committee will consult and advise on other issues related to Teacher professional learning as agreed by the Board and Association

For the Board



For the Association



Letter of Understanding - Joint Board Level Secondary Staffing Committee

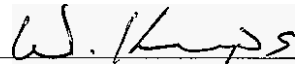
The Joint Board Level Secondary Staffing Committee (JBLSSC) is established in order to provide a higher level of openness, disclosure and meaningful consultation, in an atmosphere of openness and transparency It is intended that the Association be given the opportunity to advise the Board on decisions that impact staffing and labour management issues

- 1 The JBLSSC will monitor the assignment of supervision duties and will consult and advise regarding supervision practices that could result in the reduction of assigned Supervision duties for teachers without reducing the safety of students
- 2 The JBLSSC will review and discuss at least once a year the school board data on Letters of Permission
- 3 The JBLSSC will consult and advise on other staffing and workload issues as agreed by the Board and the Association This includes but is not limited to:
 - Consult and advise on the development of school staffing model(s)
 - Consult and advise on the development of Board and school staffing priorities
 - Review, analyze and monitor school staffing data and advise on the allocation of teacher(s) to support the expansion of secondary programming
 - Consult and advise on labour management issues as agreed between the Board and the Association
 - Consult and advise on such other staffing issues as the JBLSSC agrees to

For the Board



For the Association



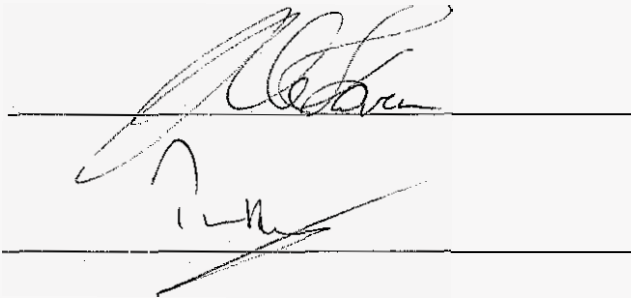
APPENDIX H

Letter of Understanding – Family Care

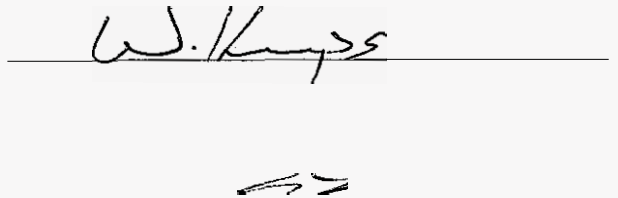
Leave for family care pursuant to 19:11(d)(iv) is for the purpose of caring for a member of the applying Teacher's family provided a doctor issues a certificate stating that the family member has a serious medical condition

For the Board

For the Association



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Letter of Understanding - Benefits

Commencing the later of

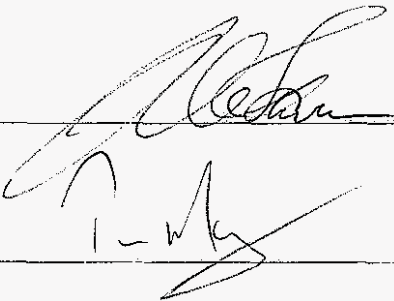
- i on or about February 1, 2010 or
- ii the date that the Board's allocation of the \$33 million enhancement as per PDT May 1, 2008 is communicated to the Board

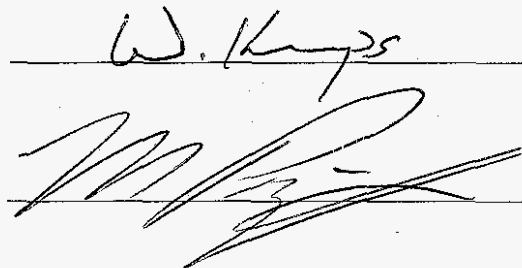
A committee of three (3) representatives of OECTA and three (3) representatives of the Board shall meet for the purpose of considering potential changes to the collective agreement to be effective the 2010-2011 school year with respect to the provision of health and welfare benefits. The Local Bargaining Unit shall assign the allocation of the Thunder Bay Catholic District School Board's share of the benefit enhancement funding provided through the PDT. It is agreed that any such changes will be in accordance with the provisions of section 17 of the PDT Agreement, May 1, 2008.

The Board shall provide to the local OECTA Bargaining Unit the requested disclosure to inform decision making with regard to possible benefit enhancements. The nature of the disclosure will be similar to but not limited to the information provided by Boards in a public procurement process.

For the Board

For the Association

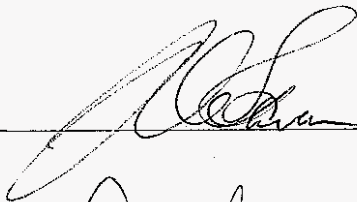

Two handwritten signatures are written over two horizontal lines. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more legible signature.

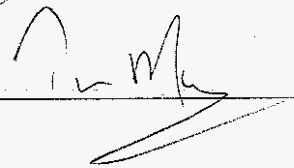

Two handwritten signatures are written over two horizontal lines. The top signature is a cursive signature that appears to read 'W. Kays'. The bottom signature is a large, stylized cursive signature.

Letter of Agreement – Serious Illness

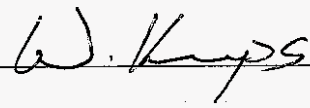
It is intended that “serious illness” in article 19 03(a) means illness with potentially grave consequences and which usually requires hospitalization. It was not intended that this leave be given to allow the applicant to attend medical appointments that could be scheduled outside school hours.


For the Board





For the Association





MEMORANDUM OF AGREEMENT
between
THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")
and
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
THUNDER BAY SECONDARY UNIT
(hereinafter called the "Teacher")

The parties agree to the following with respect to 'virtual education', a model of curriculum delivery which uses electronic communication and is generally referred to as "E-Learning".

All E-Learning courses and programs shall be advertised within the Board and preference for staffing will be given to existing qualified TBCDSB Secondary members.

The workload for the E-Learning program shall be included in a Teacher's "Instructional Teaching Schedule" as defined by Article 11 of the collective agreement and shall appear on the Teacher's timetable.

No Teacher shall be required to teach E-Learning course(s) or program(s)

E-Learning courses or programs shall be subject to a maximum class size of 22 students.

No Teacher shall be required to simultaneously teach E-Learning course(s) or program(s) and actual students as part of the same class.

For day school Teachers, all electronically delivered courses or programs shall be scheduled during the regular school day and the regular school year.

Teachers delivering curriculum using an E-Learning model shall use Board equipment in an assigned work location at the Teacher's assigned school.

Teachers teaching E-Learning courses or programs shall correspond with students only through the Board's server and shall not be required to correspond with students outside of the regular school day.

Teachers delivering curriculum using an E-Learning model shall be afforded the same rights contained in the collective agreement as all other Teachers.

The Board shall provide each Teacher new to E-Learning curriculum delivery with training as required, during the regular school day.

The Board shall provide the OECTA Secondary Unit with information regarding fees received from other Boards and fees paid under Memorandum SB 19 (2007), staffing, course offerings, enrolment and credit monitoring of E-Learning courses.

It is understood by the parties that the above terms are agreed to on a without prejudice and/or precedent setting basis for the 2007/08 school year only at St. Ignace High School.

Signed this 31 day of JANUARY, 2008

For the Board:



For OECTA



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.