

AGREEMENT

between

LAKEHEAD DISTRICT SCHOOL BOARD



and

TEACHERS' BARGAINING UNIT

THUNDER BAY DISTRICT 6A

OF THE

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**



September 1, 2008

to

August 31, 2012

12814 (03)

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ARTICLE 1 - DEFINITIONS

- 1.1** Whenever used herein "Board" shall mean the Lakehead District School Board.
- 1.2** Whenever used herein, "TBU" shall mean Teachers' Bargaining Unit of the Thunder Bay District, OSSTF.
- 1.3** Whenever used herein, "Federation" shall mean TBU.
- 1.4** Salary for teachers will be calculated based on assigned classes, and/or full time equivalent non-classroom assignments.
- 1.5** Whenever used herein, "School Year" is as stipulated in Ministry memoranda and regulations.
- 1.6** Whenever used herein, "Teacher" refers specifically to the collective group of teachers and/or to a specific individual in the TBU.
- 1.7** Whenever used herein, "FTE" shall mean Full Time Equivalent.
- 1.8** Whenever used herein "LTD" shall mean long term disability.
- 1.9** Whenever used herein, "ADE" shall mean Average Daily Enrolment.
- 1.10** Whenever used herein, "GSN" shall mean Grant for Student Needs.
- 1.11** Whenever used herein, "OPSBA" shall mean Ontario Public School Board Association.
- 1.12** Whenever used herein, "NTIP" shall mean New Teacher Induction Program.
- 1.13** Whenever used herein, "OTPP" shall mean Ontario Teachers' Pension Plan.

- 1.14 Whenever used herein, "PAR" shall mean Position of Added Responsibility.
- 1.15 Whenever used herein, "SJS" shall mean System Joint Staffing Committee.
- 1.16 For Secondary Teachers "days" shall mean a day that is within the school year and is not a holiday or Saturday or Sunday.
- 1.17 For Continuing Education Teachers "days" shall mean working day – a day other than Saturday, Sunday or a recognized holiday.
- For Continuing Education Teachers Only:
- 1.18 Long term Occasional Continuing Education Teacher" shall mean a teacher hired to replace the same absent teacher in the same assignment for a period greater than eleven (11) consecutive days but less than twenty-four (24) consecutive months. Inactive periods such as Christmas, March and summer breaks shall not be considered as an interruption for the purpose of calculating consecutive days. Long Term Occasional Continuing Education Teachers shall have access only to articles 1,2,3,4,5,14 and 15 and the occasional rates of Article 22.
- 1.19 "Casual or Short Term Occasional Continuing Education Teacher" shall mean a teacher hired to replace an absent teacher for a period less than twelve (12) consecutive days. Casual or Short term Continuing Education Teachers shall have access only to articles 1,2,3,4,5,14 and 15 and the occasional rates of Article 22.
- 1.20 A Term Position is a position created by specific program funding and of a specific function for a period not to exceed twelve (12) months. A member hired into a term position shall have all entitlements under the collective agreement except seniority rights. The Bargaining Unit President or designate shall be consulted prior to the creation of a term position.

ARTICLE 2 - PURPOSE AND RECOGNITION

2.1 The purpose of this agreement is to set forth the terms and conditions of employment contained herein, and to define a procedure for the resolution of grievances.

2.2 The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board and assigned as teachers, including temporary teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time.

The Board recognizes the negotiating team of the Teachers' Bargaining Unit as the group authorized to negotiate on behalf of the Federation.

2.2.1 FOR CONTINUING EDUCATION TEACHERS ONLY

The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate on behalf of the Continuing Education Teachers employed by the Lakehead District School Board in its Continuing Education Program (including ESL night school and Lakehead Adult Education Centre summer program), save and except for those Continuing Education Teachers instructing in Heritage Language and General Interest Courses, the Principal/Manager of Adult and Continuing Education or designate, those above the rank of Principal of Adult and Continuing Education, Continuing Education Teachers in bargaining units for which any trade union held bargaining rights as of June 21, 1989 and secondary teachers employed by the Lakehead District School Board under article 10.4 (Night School) of the Teachers' Bargaining Unit Thunder Bay District 6A Collective Agreement.

- 2.3 The Board recognizes the right of the Teachers' Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.4 The Teachers' Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.5 The Board recognizes that Continuing Education Teachers delivering secondary credits must be qualified as Continuing Education Teachers in accordance with the Education Act.

ARTICLE 3 - EFFECTIVE PERIOD

- 3.1 This agreement shall be effective from the 1st day of September 2008 and shall continue in force up to and including August 31st, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Labour Relations Act.
- 3.2 Notwithstanding the period of notice cited in 3.1, both parties may mutually consent to commence negotiations, with a view to renewal, with or without modifications of the Agreement, prior to ninety days of the expiration date of this Agreement.
- 3.3 If either party gives notice of its desire to negotiate amendments in accordance with section 3.1, or both parties mutually agree to negotiate amendments in accordance with section 3.2, the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.
- 3.4 Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.
- 3.5 EFFECTIVE DATE

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

3.6

CHANGES DURING PERIOD BY MUTUAL CONSENT

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

Dated at Thunder Bay, Ontario the 3rd Day of July 2009.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals attested by their respective proper officers in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

For the Board:

W. Omasaro
CHAIR

K. Hantjic
WITNESS

Nemo Gallardo
CHAIR,
NEGOTIATING COMMITTEE

[Signature]
WITNESS

[Signature]
SECRETARY

K. Hantjic
WITNESS

For the Teachers' Bargaining Unit, OSSTF:

[Signature]
PRESIDENT

Terrin McKusky
WITNESS

[Signature]
CHAIR,
NEGOTIATING COMMITTEE

[Signature]
WITNESS

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Teachers recognize that the Board has the right, duty, and responsibility to provide, operate and manage its secondary schools and its continuing education program in the Lakehead District School Board in accordance with the statutes and regulations of Ontario.
- 4.2 The Board agrees, however, that it will not exercise any of its rights or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement, and will not exercise any of its rights in a manner inconsistent with the terms and provisions of this Agreement.
- 4.3 The Board agrees to precede any change to Board policy which may affect members of the TBU by written communication to the TBU President in accordance with Policy Development and Review Policy 2010.
- 4.4 The Board recognizes the right of OSSTF and/or the Teachers' Bargaining Unit to represent a member when the conduct or competence of the member is being questioned. Prior to any meeting that could lead to discipline, the Board shall inform the OSSTF member of the right to Federation representation and inform the Bargaining Unit/Branch President or designate.
- 4.5 Criminal Background Check
- 4.5.1 The Board will cover the cost of the criminal background check for **all** incumbent teachers who participate in the "check" offered by the Ontario Education Services Corporation. If the teacher wishes to obtain a criminal background check on **his** or her own, the teacher will be responsible for this expense.

- 4.5.2** The Board shall collect and manage personal documents relating to criminal background checks and offence declarations in a secure manner that provides for confidentiality and privacy. Access to such records and information shall be limited to the Superintendent responsible for Human Resources and/or Employee Relations and/or designate. The Superintendent shall, upon request, advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 4.5.3** Any disciplinary action related to Criminal Background Check or Offence Declaration may be subject to a grievance.
- 4.5.4** The Board shall release and report information to the College of Teachers as required under government Acts and Regulations. The Board shall inform the member(s) and the Teachers' Bargaining Unit President that information has been sent to the College of Teachers at the time of disclosure.
- 4.6** Each of the parties to this agreement agrees that there shall be no discrimination as defined in the Ontario Human Rights Code (currently found at www.ohrc.on.ca). It is not the intent of this provision to prevent the Board from implementing mandatory retirement or establishing and maintaining bona fide occupational qualifications.
- 4.7** All correspondence between the Parties arising out of the Agreement shall pass to and from the appropriate Superintendent or designate, and from the President of the Bargaining Unit.
- 4.8** Video Surveillance
- 4.8.1** Video surveillance systems will not be used to monitor employee performance.
- 4.8.2** The Board will adhere to Lakehead District School Board Policy and Procedures 6070.

ARTICLE 5 - FEDERATION RIGHTS

- 5.1 Federation Fees/Union Dues
 - 5.1.1 On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF fees and any chargeable by the TBU or an equivalent amount. The amounts shall be determined by OSSTF and/or the TBU in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
 - 5.1.2 The OSSTF fees deducted in 5.1.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
 - 5.1.3 Fees specified by the TBU in 5.1.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 6A, Thunder Bay no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employee, the amount withheld, and the relevant pay period.
 - 5.1.4 OSSTF and/or the TBU, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the TBU.
- 5.2 No teacher, other than an occasional teacher, shall be hired or retained by the Board under any conditions not specified by this agreement without the conditions being detailed in writing to the local federation executive and without the written approval of the local federation executive.

5.3

The Board shall notify the TBU President of any teacher leaving the employ of the Board, at any time, for any reason (including death) within seven **(7) days** of the teacher's effectively leaving the Board's employ. The Board shall notify the TBU President and where possible make such notification within seven **(7)** days of:

- receiving a letter of resignation from a teacher
- the Board granting a leave of absence to a teacher that is for one semester or longer or for maternity/parental leave

ARTICLE 6 - CLASSIFICATION OF TEACHERS (Secondary Only)

6.1 Classification

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

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

6.1.2 Subject to the provisions of Clause 6.1.6 the placing of teachers in their respective categories shall be determined by the Certification Department of the OSSTF, in accordance with the latest Certification Chart, as approved by the Annual Meeting of the Provincial Assembly of the OSSTF and recognized by the OPSBA.

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

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

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

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

6.2 Category Adjustments

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

6.2.1 Procedure

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

6.2.1.1 Applications are to be made on a form to be provided by the Board. These forms are available to teachers at the school or from the Human Resources office.

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

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

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

6.2.2 Effective Dates of Adjustments

- 6.2.2.1 Category adjustments will be effective on the first day of classes. Ordinarily all documentation should be completed by December 31st. However, in the event that documentation of the application cannot be completed by December 31st, the teacher concerned shall file a letter of intent, with the Superintendent responsible for Human Resources, prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the teacher's application and its retroactivity will be protected until the final deadline date of May 31st.
- 6.2.2.2 Category changes resulting from academic or other credits gained since the first day of classes, but prior to January 31 of the school year will result in adjustments retroactive to the first day of the second semester of the current school year. Documentation will be completed within four months of the date of qualification (proof is required of the date the course was completed). In the event that documentation of the application cannot be completed within the four months, the teacher concerned shall file a letter of intent, with the Superintendent responsible for Human Resources prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the teacher's application and its retroactivity will be protected until the final deadline date of June 15th.
- 6.2.2.3 Category change based upon the successful completion of a Trade Test during the school year will be accepted if otherwise documented.

6.2.3 The salary of any teacher coming under this agreement shall not be adversely affected by the agreement, subject to the teacher concerned taking all the necessary steps to obtain qualifications. Any teacher who is ahead of schedule according to qualifications and experience will remain at that figure until such time as qualifications and experience merit further increments. However, if a teacher ceases to hold a specific position for which a responsibility allowance is paid, then the teacher will not be entitled to the responsibility allowance, and the salary adjusted accordingly.

6.2.4 The Board shall provide the TBU President with reports (electronic where possible) which provide the following information prior to December 1st, where possible, of each school year:

- the names and category classification of all teachers employed by the Board;
- the names, experience to one decimal place and status as active, LTO (long term occasional), on paid leave, or on unpaid leave; and
- a scattergram showing all member teaching (including those on paid leave and long term occasional contracts but not those on unpaid leave), their grid placement by category and years to one decimal place.

6.3 Placement on Salary Schedule

6.3.1 Part-time Teaching

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

- contractual experience to three (3) decimal places;
- total number of long term and short term occasional days divided by 185 to three (3) decimal places;
- total of above teaching experience rounded to one (1) decimal place;

- 6.3.1.2 When accumulated experience equals or exceeds 0.5, placement on the Salary Schedule shall be at the next year of experience the following September or date of commencement of service if subsequent to September 1st.
- 6.3.1.3 For teachers employed by the Board on November 23, 2000, when accumulated experience is less than 0.5, placement on the Salary Schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent times the grid interval.
- For teachers hired subsequent to November 23, 2000, when accumulated experience is less than 0.5, placement on the Salary Schedule shall be at the grid position for the full number of years of experience.
- 6.3.1.4 For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time teacher teaching six (6) credit classes or equivalent.
- 6.3.1.5 Supply teaching or experience gained at Summer School or Night School shall not count as experience for the salary schedule, unless a teacher is assigned Night or Summer School as part of the contractual obligation.
- 6.3.2 Teaching Experience in Other Jurisdictions
- 6.3.2.1 Each year of elementary or secondary school teaching experience in the schools of Ontario will count as a full year's experience on the Salary Grid.

- 6.3.2.2 Each year of elementary or secondary school teaching in schools outside of Ontario, will count as a full year's experience on the Salary Grid.
- When the teacher held certification which in the opinion of the Board was deemed acceptable for a letter of standing in the province of Ontario, the teaching experience will count as a full year's experience on the Salary Grid. The Board will be guided by the regulations established by the Ontario College of Teachers.
- 6.3.2.3 Effective September **1st, 2005**, each **half year of full time** teaching in a college, university or as a Continuing Education Instructor with the Lakehead Board will count as a half year experience on the salary grid. **It** shall be the sole responsibility of the teacher to provide satisfactory proof to the Board, in writing.
- 6.3.2.4 Each year of full time teaching outside of Ontario in an elementary or secondary school when the teacher did not have qualifications acceptable for Letter of Standing will have an allowance of \$300.00 per year.
- 6.3.3 Trade and Business
- 6.3.3.1 A salary adjustment will be granted at the time of hire for related experience gained prior to the effective date of hire. For purposes of placement on the grid, related trade or business experience will be credited as the equivalent of teaching experience in the amount of one grid step for each full year of such related experience.
- 6.3.3.2 Related experience for calculation purposes means the year(s) beyond the number required to enter an Ontario Faculty of Education.

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

6.4 Probationary Period

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

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

6.4.2 The Board agrees to pay teachers in accordance with the Salary Schedule.

6.4.3.1 Where a teaching position or a position of responsibility other than principal or vice-principal becomes available within the secondary school system, it shall be posted in all secondary schools within the system for a period of five (5) school days, in order that qualified teachers within the system have the opportunity to submit applications for the position. Article 12 takes precedence over this clause.

- 6.4.3.2 Position postings must state qualifications needed and include the effective date of qualification.
- 6.5 Part-time Teachers
 - 6.5.1 The salary, post graduate degree allowances, and benefits of part-time teachers are prorated.
 - 6.5.2 The prorating of dental, extended health and vision care benefits for spouses (including common-law and same sex partners) who are employed part time under this collective **agreement will be calculated based on the combined FTE** status of the two teachers up to a maximum of 100%.
 - 6.5.3 A part-time teacher who has timetabled duties assigned in one or two periods in a semestered school, or up to three periods in a non-semestered school, shall where possible have those periods and any other assigned duties timetabled consecutively either in the morning or in the afternoon. The Principal shall make reasonable efforts to schedule the A.M. or P.M. preference of the part-time teacher. In no case shall there be more than one and one-half hours of unassigned time in a day within the block of assigned time unless there is written agreement amongst the teacher, the Bargaining Unit President and the Superintendent of Employee and Community Services.

ARTICLE 7 - SALARY AND ALLOWANCES (Secondary Only)

7.1.1 Salary Grid September 1, 2008 to August 31, 2009

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	42450	44543	47927	51868
1	45000	47250	50876	55050
2	47547	49957	53826	58234
3	50097	52665	56769	61422
4	52645	55372	59714	64606
5	55196	58076	62663	67789
6	57746	60783	65607	70975
7	60291	63488	68555	74155
8	62841	66196	71503	77342
9	65395	68898	74450	80527
10	67943	71606	77396	83711
11			80343	86896

7.1.2 Salary Grid September 1, 2009 to August 31, 2010

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	43724	45880	49365	53424
1	46350	48668	52402	56702
2	48973	51456	55441	59981
3	51600	54245	58473	63265
4	54225	57033	61506	66544
5	56852	59818	64543	69823
6	59478	62607	67575	73104
7	62100	65393	70611	76379
8	64727	68182	73648	79662
9	67357	70965	76684	82943
10	69981	73754	79718	86223
11			82753	89503

7.1.3

Salary Grid - September 1, 2010 to August 31, 2011

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	45036	47256	50846	55026
1	47740	50128	53974	58403
2	50442	52999	57104	61781
3	53148	55872	60227	65163
4	5	58744	63351	68540
5	5	61612	66479	71918
6	5	64485	69602	75298
7	63963	67355	72730	78671
8	66668	70227	75857	82052
9	69377	73094	78984	85432
10	72081	75966	82110	88809
11			85236	92188

7.1.4

Salary Grid - September 1, 2011 to August 31, 2012

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	46387	48674	52371	56677
1	49172	51632	55593	60155
2	51956	54589	58817	63634
3	54742	57548	62034	67117
4	57527	60506	65251	70596
5	60314	63461	68474	74075
6	63101	66420	71690	77557
7	65882	69375	74912	81031
8	68668	72334	78133	84513
9	71459	75286	81354	87995
10	74243	78245	84573	91473
11			87793	94954

7.2

Each teacher shall be paid an annual salary dependent on the teacher's placement on the salary grid subject to the provisions of Article 6 and 7 of this agreement.

7.3 The basic salary paid, including the allowances for experience, shall not exceed the maximum salaries set out in the grid above.

7.4 Responsibility and Other Allowances

In addition to the salary according to Article 7.1, the following allowances per annum shall be paid:

7.4.1 Chair Allowances

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

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

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

7.4.2.1 Each principal shall annually appoint, from its existing staff, a co-curricular coordinator who shall be paid an additional responsibility allowance equivalent to 4.5% of Cat IV Max per annum.

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

7.4.3 Program Managers Allowance

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

7.4.4 Allowance for Post Graduate Degrees

7.4.4.1 Degree at the Doctor's level (not an honorary degree)

- September 1, 2008 \$ 945
- September 1, 2009 \$ 973
- September 1, 2010 \$ 1002
- September 1, 2011 \$ 1032

7.4.4.2 Master of Arts and/or Science, Master of Education

- September 1, 2008 \$ 827
- September 1, 2009 \$ 852
- September 1, 2010 \$ 877
- September 1, 2011 \$ 904

7.4.4.3 Bachelor of Education (taken apart from regular teaching training program)

- September 1, 2008 \$ 118
- September 1, 2009 \$ 122
- September 1, 2010 \$ 126
- September 1, 2011 \$ 129

7.4.5 Allowance for Post Graduate Degree will not be granted for salary purposes if the course, or courses, which have been taken towards this extra degree, is used by the Certification Department in establishing a teachers' grouping. Before teachers are granted allowance for extra degrees, they must present a "Certification Rating Statement with Seal" to the Board through the Superintendent responsible for Human Resources.

- 7.4.6 In order to qualify for the adjustment of the allowance for the Post Graduate Degree by September 1st, all work must be completed by that date and the person fully qualified for that degree. Similarly, if a teacher were to qualify for the adjustment of the allowance for a Post Graduate Degree on the second qualifying date of January 1st, all requirements must be completed by that date. There would be retroactive pay under the terms of this clause. All documentation should be completed by December 31st for retroactive pay to September 1st, and by May 31st for retroactive pay to January 1st.
- 7.4.7 Allowance will be for one Post Graduate Degree only.
- 7.5 Cost of Living Allowance (COLA) (In-operative)
- 7.5.1 The following COLA clause shall be effective August 31, 1995 and shall apply to all salary and allowances as defined in this Collective Agreement.
- 7.5.2 The Consumer Price Index (Thunder Bay 1981 = 100) for the period June 1, 1993 to June 1, 1995 shall be the basis of calculation for this COLA clause.
- 7.5.3 Effective August 31, 1995, if the percentage change in the CPI June 1993 to June 1995 reaches four percent (4%) a one for one increase, for the increase beyond four percent (4%), will be applied to the September 1, 1995 annual salaries of all teachers. The maximum adjustment shall be two percent (2%).
- $$\text{Percent Increase} = \frac{\text{CPI (June/95)} - \text{CPI (June/93)}}{\text{CPI (June/93)}} \times 100\%$$
- 7.5.4 In the event that Thunder Bay C.P.I. ceases to be published, all references will be changed to the Ontario Consumer Price Index.

7.6 Adjustment to Schedule

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

7.7 Method of Payment of Salaries

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

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

7.7.3 The calculation of the daily rate is as follows:

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

7.7.4 Where a teacher is employed for less than a school year, the annual salary shall be the number of teaching days assigned times the daily rate as defined in 7.7.3.

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

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

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

7.8 Bi-Weekly Payroll

Teachers who work the full school year will be paid a percentage of their annual salary according to the following pay date schedule:

7.8.1 The first pay in September and the seventh pay will be 7.79% of annual salary.

7.8.2 The last pay in semester one will be at a percentage so that the total pay received in the semester totals 50% of the annual salary.

7.8.3 All other pays will be at 3.33% of annual salary except the last pay in August which will be at a percentage so that the total pay received in the year totals 100%.

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

7.10 OSSTF Seniority List

On or about December 1st of each school year and again on April 1st of each school year, the Board shall provide a list of teachers employed by the Board, as of September 1st of each school year and any members who were added before March 1st, to the Federation, Teacher Bargaining Unit, District 6A; such list is to be compiled by period of employment (seniority list) and shall include all qualifications held by each teacher and shall be posted in each school.

ARTICLE 8 - BENEFITS, SICKLEAVE, ERIP

- 8.1 The Benefit plans referred to in this Article are as more particularly described in Appendix **A** attached to this agreement.
- 8.1.1 The following sections of Article 8 apply to Continuing Education Teachers and Secondary Teachers: 8.2, 8.2.1, 8.2.2, 8.3, 8.5, 8.6 and 8.17. All other provisions under Article 8 apply to Secondary Teachers only.
- 8.2 The Board agrees to pay on behalf of the secondary teachers and the Continuing Education Teachers (employed in permanent or term positions and teachers employed in Continuing Education long-term occasional positions for longer than 12 consecutive months):
- 100% of the monthly premiums of the Extended Health Care Plan. This plan will include a Hearing Benefit Plan of **\$500/5** years.
 - For Secondary Teachers only: 50% of the monthly premiums of the Basic Group Life Insurance Plan at two times maximum category 4 or annual salary, whichever is greater.
 - For Continuing Education Teachers only: 100% of the premium for group insurance coverage up to two times the employee's annual salary.
 - 50% of the monthly premiums of the Long Term Disability Plan.
 - The LTD payments to teachers will be calculated in a manner which will result in benefits being paid based on the number of teaching days in a school year (i.e. no payment in July and August: July and August will continue to **be** counted as part of the elimination period).
 - 90% of the monthly premiums of the Dental Plan.
 - 100% of the monthly premiums of the Board's Vision Care Plan as part of the Extended Health Care Plan. **\$350/24** months.

Effective September 1, 2009 the following changes will be as follows:

- Increase Vision Care to \$450 every 12 months for a person under 19 and 24 months for any other person
- Chiropractor - remove from grouping and set maximum at \$400 per year
- Massage Therapy – remove from grouping and set a maximum \$400 per year
- Hearing aid coverage increased from \$500 to \$3000 every five years
- Out of Country Insurance: Emergency only, coverage at 100%, 60 day limit, \$1,000,000 lifetime maximum, pooling at first dollar

- 8.2.1 Continuing Education Teachers shall pay their portion of premiums during the summer lay-off months. Benefit premium payment is pro-rated for Continuing Education Teachers working less than 25 regular hours per week. Participation in all Benefit Plans is mandatory, except as outlined in 8.2.2 below.
- 8.2.2 Part time Continuing Education Teachers employed for less than 25 hours shall have the option of not participating in Board benefit plans. Teachers who opt out shall receive five (\$5) dollars/working day in lieu of benefits.
- 8.3 The Board agrees to administer the Sun Life Optional Life Insurance Plan that permits the insuring of the teacher, the teacher's spouse and the teacher's children. (See Appendix A)
- 8.4 A teacher, retiring before the age sixty-five, may continue coverage under the Board's Group Life Insurance Plan and the Optional Life Insurance Plan with full cost borne by the retiree until age sixty-five, subject to eligibility requirements of the Plan Document.

- 8.5 No change in the specifications of the plans in 8.2 can be made except through negotiations of the Board and the Teachers, and changes of carrier may only be made by mutual consent. The TBU Executive will be notified when changes in premiums occur. Similar notification will be made when rebates are announced.
- 8.6 Participation in all fringe benefit plans shall be compulsory for all teachers currently enrolled in the plans and for all teachers joining the Board after September 1st, 1979. A teacher having submitted a letter of resignation contingent upon receiving a pension will be allowed to opt out of LTD premium payments up to six (6) months prior to retirement.
- 8.7 Sick Leave shall be as provided in accordance with the following provisions:
- The Education Act, Section 260, July 1992 (3,4).
 - The Municipal Act. R.S.O. - 1970, Chapter 284, Section 352, paragraph 65(b) and amendments thereto.
- 8.8 Objects of the Plan
- 8.8.1 To protect the secondary school teachers of the Lakehead District School Board in the event of a serious illness, from loss of wages, by allowing them to use the accumulated unused portion of their annual sick leave allowance.
- 8.8.2 To provide secondary school teachers of the Board upon retirement with a gratuity in the manner as set out in clause 8.12 of this article.
- 8.8.3 In the event of a teacher dying during employment with the Board, payments of a service gratuity shall be made by the Board to the personal representative of the estate of the teacher.

8.9 Absence Due to Illness or Injury

All teachers of the Board shall be permitted to be absent from their duties on account of illness or injury only, for a total of twenty school days in a School Year without any deduction in salary.

Teachers' absence shall be covered by supply teachers at the Principal's discretion.

8.10 Absences Charged to Cumulative Sick Leave Credits

8.10.1 Personal Illness

8.10.1.1 Subject to sufficient Sick Leave Credits being available, a teacher who has used the current year's sick leave, by virtue of absence due to illness, may draw on accumulated sick leave days with pay, until the teacher's credit is exhausted.

8.10.1.2 A teacher covered under the Board's Long Term Disability Plan shall draw on sick leave days to a maximum of 120 on any one occasion, at which time the teacher will apply for Long Term Disability Benefits. Any balance of sick leave credits may be integrated with Long Term Disability Benefits to the maximum allowable level, or may be retained in the teacher's sick leave bank.

8.10.2 Absence Charged to Workmen's Compensation

Where a teacher is absent by reason of incapacity on account of an accident or other condition occurring while on duty and an award is made by the Worker's Compensation Board:

8.10.2.1 The teacher shall be entitled to receive payment under the Plan of the difference between the teacher's salary and the amount of such award, but only to the extent of the credits in the teacher's account.

8.10.2.2 There shall be no deduction from Sick Leave Credits for payment made by the Worker's Compensation Board, but such absence from duty shall result in deductions from credits calculated as follows:

- Calculate the daily basic salary of the injured teacher and the daily award of the Worker's Compensation Board;
- Express the difference between the full daily basic salary and the Worker's Compensation Board's daily award as a percentage (to 2 decimal points) of the full daily basic salary;
- Calculate the Credits to be deducted by multiplying the resulting percentage as calculated above by the number of days absent from work and charge the days against the credits in the teacher's sick leave account.

8.10.2.3 No teacher can receive more than 100% of annual income from the WCB award combined with sick leave adjustments as defined in this Collective Agreement. Should the Board receive monies from WCB in excess of the daily rate times the number of days absent from work, the sick leave bank will be reimbursed to the teacher's credit to a maximum of the days used for the WCB claim.

8.11 Verification of Absence Due to Illness or Injury

The Board reserves the right to request certification of an absence due to illness or injury. Where a teacher is requested by the Board to provide a medical certificate, or participate in an independent medical examination in a timely fashion, (selection of medical practitioner based on mutual agreement or by any medical specialist) or provide other documentation prepared by a physician, practitioner, hospital or health facility, the Board will pay any associated costs with the specific request.

8.12 Service Gratuity

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

8.12.2 Upon retirement, each teacher, as defined in Article 5, 5.6, shall be granted a gratuity for a period equal to the unexpended portion of accrued sick leave credits in accordance with the following formula. In no case shall the years of service exceed 25 years, and the days credit exceed 200.

$$\text{Formula : } \frac{NY \times 50 \times S \times DR}{25 \times 100 \times 200}$$

Definitions of symbols used in the formula:

NY All years served, prior to January 1, 1969, in the employ of any of the constituent boards that formed The Lakehead School Division at time of amalgamation, and all years served with The Lakehead Board of Education after January 1, 1969, as well as all years served in the Armed Forces of Canada or Her allies, providing that the teacher was in the employ of a constituent Board at time of enlisting in the Armed Forces, and who, upon discharge from the Armed Service, resumed a position with the same Board or another constituent Board within The Lakehead School Division. Years served are pro-rated according to time worked.

S Teacher's salary at time of retirement. For staff who worked less than full-time, salary is pro-rated according to contractual status. If a teacher is on leave under the terms of the Deferred Salary Leave, in the year prior to retirement, S is defined as monies deferred plus interest accrued. In no case shall S be greater than the salary the teacher would have received had the teacher not been enrolled in the plan.

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

8.12.3 For staff receiving benefits under the terms of the Long Term Disability Plan, at the time of retirement, the formula specified in 8.12.1 above will be interpreted as follows:

NY will include years on LTD

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

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

8.12.4 The service gratuity to be paid by the Board shall be at the option of the teacher. Each teacher or the executor of the teacher's estate shall be required by the Board to submit in writing a statement indicating which of the following options of payment has been selected.

OPTION 1

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

OPTION 2

Two (2) equal payments

Payment 1 - as in option 1

Payment 2 - 12 months after payment 1

OPTION 3

Three (3) equal payments

Payments 1 and 2 as in option 2

Payment 3 - 12 months after payment 2

OPTION 4

Any other arrangement suitable to both the teacher and the Board.

- 8.12.5 In the event of the death of a teacher, any gratuity accrued but unpaid, shall be paid to the estate of the deceased teacher.
- 8.12.6 For the purposes of calculating a service gratuity, any teacher who becomes sick or disabled in the last five (5) years of employment with the Board prior to retirement as defined in 8.12.1, will have accumulated sick leave reinstated by the addition of the sick leave credits used up to a maximum of up to 120 days in any one occasion.
- 8.13 Operation of the Plan
- 8.13.1 The Board's Superintendent responsible for Human Resources shall continue to use a Sick Leave Ledger in which sick leave credits shall be entered as follows:
- On August 31, 1976, and annually thereafter, any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each teacher.
- 8.13.2 Sick leave credits shall not accumulate beyond a maximum of 200 days at any time.
- 8.13.3 The regular twenty (20) school days, allowed for absence in each year, due to illness, must be used up before the teacher can use or call upon the days credited in the teacher's cumulative reserve.
- 8.13.4 A teacher joining the Board staff during the year shall be given current sick leave credits on the basis of two (2) days for each month's employment.
- 8.13.5 Sick leave credits accruing to a teacher transferring to the Board's staff from another employer, shall be credited to that teacher in accordance with the provisions of the Municipal Act R.S.O. -1970, Chapter 284, section 352, paragraph 65(b) and amendments thereto.

8.14 Office Records

The Sick Leave Ledger to be kept by the Department of Employee Relations, and referred to in Article 8, may be examined by a teacher, as it concerns the teacher's own account, once a year during the month of September. A statement shall be sent out at the beginning of each school year by the Superintendent of Employee and Community Services to all teachers showing absence during the previous year and the balance, if any, to the credit of the teacher, in the Cumulative Sick Leave Reserve.

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

8.16 WSIB/LTD Absences

A teacher who is absent from work in a full contractual position and is claiming WSIB or LTD benefits shall retain a position in the school until the principal organizes the school during the second placement process subsequent to the initial date of absence. Under special circumstances, a teacher may apply to the appropriate superintendent to extend the right to retain a position on the staff of the school to which the teacher was assigned to prior to the absence. The superintendent shall make a decision after consultation with the school principal and the Bargaining Unit President. The superintendent's decision is final and not grievable.

8.17 Modified Work Plans

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

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

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

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

The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the teacher's regular position through the smallest possible changes to both the teacher's position and/or to other positions. With due regard to seniority, a reserved vacancy may also be considered to facilitate the teacher's return to full teaching status.

Any position modified, reserved and/or created under this provision shall be treated as non-permanent and no teacher shall have the rate of pay reduced or the fundamental quality of the normal position permanently eroded. For the purpose of administering other provisions of the collective agreement, any position that is modified under this provision shall be treated in the same manner as if it were a regular position.

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

8.17.1 The TBU president shall be notified by the Board within seven (7) calendar days of the employer being notified of any changes in employment status of any member. The TBU president shall also be informed of any LTD applications, LTD acceptances, LTD terminations, entry to a modified work program, exit from a modified work program and any use of sick leave credits beyond eighty (80) days on any one occasion.

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

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

8.18 Early Retirement Incentive Plan

8.18.1 Purpose

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

- retire earlier than might otherwise be possible;
- provide the Board an opportunity to revitalize staff;
- relieve redundancy pressures by generating vacancies which can be filled by surplus teachers;
- help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers without infringing the seniority rights of more established teachers in the system; and
- provide teachers an opportunity to reduce their workload prior to retirement.

8.18.2 The Early Retirement Incentive Plan will provide the teacher an opportunity to reduce the teacher's workload prior to retirement allowing the individual to take a Board approved unpaid leave and to allow early access to service gratuity funds to supplement income while enrolled in the ERIP plan.

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

8.19.1 Criteria for Participation:

- The teacher must not be in receipt of an OTPP pension while enrolled in this Plan.
- The teacher must accept an OTPP pension at the end of the teacher's participation in this Plan.
- A suitable replacement for the teacher must be available.
- The teacher participating in the Plan shall not hold a position of added responsibility.
- The teacher may return to service at the teacher's pre-Plan contractual status with the Board for the last semester of enrolment in this Plan if required by the Teacher's Pension Plan Board to purchase pension credits for the Board approved leaves allowed in this plan. Part-time teachers shall not increase their contractual status for the teacher's last semester of employment.
- The teacher may participate for up to three years in the Plan.
- The teacher may enroll in the Plan up to three years prior to qualifying for an unreduced pension from the OTPP.
- The teacher must retire from the Board at the end of enrolment in the Plan and submit a letter of retirement to the Board.
- Enrolment in the plan is conditional upon approval of the Board.

8.19.2 Features of the Plan:

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

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

- 8.19.2.3** The Board agrees to prepay the teacher's service gratuity calculated at the time the teacher commences participation in the Plan.
- 8.19.2.4** The Board shall pay the teacher's salary and the partial service gratuity payments over the school year in accordance with **7.8**. At the conclusion of the teacher's participation in ERIP Plan, the teacher will have received **100%** of the gratuity as determined in article **8.12**
- 8.19.2.5** A participating teacher and the Board shall jointly sign a contract.
- 8.19.2.6** Any tax implications arising from enrolment in the Plan shall be the responsibility of the teacher.
- 8.19.2.7** Six months prior to reaching the retirement date specified in **8.19.1**, the teacher shall be excluded from the LTD Benefit. In exceptional circumstances this may be waived.
- 8.19.2.8** Upon written application to the Superintendent responsible for Human Resources, consideration to participate in the Plan may be given to a teacher who might not be able to qualify under **18.19.1**.

ARTICLE 9 - LEAVES OF ABSENCE AND TRAINING

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

9.1.1 Leave on Compassionate Grounds

9.1.1.1 Illness- Immediate family

This covers an absence from duty of a teacher due to severe illness in the teacher's immediate family of up to, but not exceeding five (5) school days on any one occasion.

Immediate family shall include only father, mother, husband, wife, son, daughter, legal guardian, sister, brother, father-in-law, mother-in-law.

9.1.1.2 Bereavement- Immediate family

This covers an absence from duty of a teacher due to bereavement in the teacher's immediate family up to, but not exceeding five (5) school days on any one occasion. When used herein, immediate family shall include father, mother, step-father, stepmother, sister, brother, husband, wife, common-law partner, same-sex partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, the first day to be within forty eight (48) hours of the day of the bereavement. The five days do not have to be taken consecutively where a memorial service is scheduled at a later date.

9.1.1.3 Paternity

This covers absence from duty of a teacher during a school year of up to, but not exceeding two school days for the birth of a child of a spouse (including common law and same sex partners) in order to accompany the spouse during the birth. Should the teacher request compassionate leave in accordance with 9.1.1.1 at the time of the birth of the child, the total days of compassionate leave for parental and illness in the immediate family will not be greater than five.

9.1.1.4 Adoption

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

9.1.2 Absence for Jury Duty and Witness

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

9.1.3 Absence for Professional Development or In-service

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

9.2 Leave of Absence

Without loss of salary and without loss of sick leave credits, may be granted to teachers by the Board, on written application to the Superintendent of Human Resources for the following reasons:

9.2.1 Attendance at a Family Funeral

This covers an absence from duty of a teacher for one (1) school day for attendance at the funeral of a member of the teacher's family not listed in 9.1.1.1 or 9.1.1.2, or a close friend, with permission of the Superintendent of Human Resources. Written application will be waived in this section.

9.2.2 Leave to Write Examinations

Max. - Period of Exam + Travel

This covers an absence from duty of a teacher to permit the writing of examinations or trade tests leading to the advancement of the teacher's academic or professional qualifications. An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination.

9.2.3 Absence to take Courses

Subject to Board authorization, a teacher may be granted a Leave of Absence to attend a course approved by the Ministry of Education and/or the Board for improving professional status.

9.2.4 Leave to attend Conventions and Conferences

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

9.2.5 Absence on Board Business

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

9.2.6 Absence as a Member of Ministry Committee

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

9.2.7 Absence for Federation Business

The Teachers' Bargaining Unit President and/or Chief Negotiator shall be granted a leave in order to conduct Federation Business. The Federation will be invoiced for the cost of replacement which will be based upon the annual salary at minimum category 1, pro-rated according to release time. The Federation President and/or the Chief Negotiator may be granted a leave of absence from a position of added responsibility for the term of office at no cost to the Board.

9.2.7.1 Members may be granted leave of absence to participate in Federation business, subject to the Federation reimbursing the Board the replacement cost of this absence.

9.2.7.2 An employee elected to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay on a year-by-year basis for the total duration of office held, provided the employee notifies the employer each school year of the need for the leave.

9.2.7.3 An employee appointed to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for any period for time during which the employee holds the position on a non-permanent basis. Leave shall be granted on a year-by-year basis, provided the employee notifies the employer each school year of the need for leave.

9.2.7.4 Employees on Provincial OSSTF leave shall be entitled to full seniority but shall not receive credit for sick leave or experience.

9.2.8 Absence for Other Reasons

9.2.8.1 A teacher may be absent from duty for a reason not set out in this section, but which may be a valid one, but only when such a Leave is granted by the Board. "In some circumstances the Board may grant the leave at no cost to the Board."

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

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

- Attendance at a family graduation, family wedding, and family anniversary;
- Attendance at a convention or conference as a non-Board delegate;
- Personal or family business not specifically set out above.

9.4.1 Leave of Absence for the purpose of Parental/ Adoption Leave shall be in accordance with Bill 14 (An Act to Amend the Employment Standards Act). (See Schedule B)

9.4.2 Pregnancy Leave shall be provided in accordance with the provisions of Bill 14 (An Act to Amend the Employment Standards Act). (See Schedule B)

9.4.3 Leave of Absence for teachers serving on Municipal Councils and other Elected Local Boards.

A teacher who serves in an elected capacity may be allowed Leave of Absence from school duties on rare occasions.

9.4.4 Family Medical Leave

Family Medical Leave means a leave taken for the purpose of caring for, or supporting a family member who is gravely ill with a significant risk of death within 26 weeks. Such leave shall be in accordance with the Employment Standards Act. The leave may be taken for up to a maximum of 8 weeks.

9.4.5 Absence for a prolonged period and not otherwise covered under this section, or the Educational Deferred Salary or Cumulative Sick Leave Plans, may be granted by the Board, in which case the teacher's seniority and sick leave credits will be protected.

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

9.5 Leave of Absence with Recognized Agencies

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

9.6 Procedure for Obtaining Leave

9.6.1 Applications for a Leave of Absence shall be made to the Principal or Superintendent of Employee and Community Services as specified in the preceding clauses of Article 9.

9.6.2 Where permission of the Superintendent of Employee and Community Services is required, the request should be discussed with the Principal, so that a temporary replacement, if required, can be made.

9.6.3 Applications to the Superintendent of Employee and Community Services shall be made, in writing, stating the period and the circumstances. When a teacher wishes to be on leave for all of semester one, the request must be made in writing by March 1st of the current calendar year. When a teacher wishes to be on leave for all of semester two, the request must be made in writing by November 30th of the current school year.

9.6.4 All salary deductions resulting from the granting of a Leave under Clause 9.4 will be made on the teacher's cheque as soon as possible following the Leave.

9.6.5 Teachers on leave **will** be offered the opportunity to indicate their intention to return to duty the following year on the first school day of that year next following.

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

This statement will be signed by teachers granted Leave of Absence for an extended period under 9.4, 9.5 or 9.7.

Having been granted a Leave of Absence by the Lakehead District School Board, I agree to inform the Board by November 30th that I shall be returning to duty on the first school day of the second semester and by March 1st that I shall be returning to duty on the first school day of that year. If I do not do so, I release the Board from any obligation to hold a position for me and this shall constitute a letter of resignation. The Board shall provide a copy of such statement to the TBU President.

9.6.6 Refer to Article 12 for implications regarding seniority.

9.7 One Semester Leaves

The following Article applies to teachers holding positions of responsibility.

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

9.8 DEFERRED SALARY LEAVE PLAN

9.8.1 Description

The Deferred Salary Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year or a one (1) semester leave of absence, and through deferral of salary, finance the leave.

9.8.2 Qualifications

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

9.8.3 Application

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

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

9.8.3.3 Approval of individual requests to participate in the Plan shall rest solely with the Board. Salary deferral will commence on the first pay of the next school year.

9.8.4 Payment Formula and Leave of Absence

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

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

The remaining percentage, which cannot exceed 33⅓% of the annual salary will be deferred and shall be retained for the teacher by the Board to finance the year of leave.

9.8.4.1.2 The calculation of interest under terms of this Plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a true savings account, a 1-year term deposit, a 3-year term deposit and a 5-year term deposit. The rates for each of the accounts identified will be those quoted by the Bank with which the Board deals.

Interest shall be calculated as above and credited to the teacher's account on the day prior to the pay dates as defined in Article 7.8.

Example

1. Rates in effect at end of month X

true savings account	9½%
1-year term deposits	10%
3-year term deposits	9¾%
5-year term deposits	<u>9¼%</u>
average	9¾%

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

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

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

- 9.8.4.2.1** While a teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.
- 9.8.4.2.2** A teacher's fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits, during the year of the leave, shall be paid by the teacher.
- 9.8.4.3** While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the plan.
- 9.8.4.4** While on leave, monies accumulated will be paid in equal bi-weekly payments.
- 9.8.4.5** Although it is not recommended, an individual may withdraw the total monies accumulated in the fund upon the commencement of the teacher's leave. Since this option is not recommended, you are advised to contact your local Federation Executive prior to selecting a lump sum withdrawal of payment.
- 9.8.5** Terms of Reference
- 9.8.5.1** The leave of absence period must not be less than six (6) consecutive months.
- 9.8.5.2** The leave must commence no later than six (6) years after the date of the first deferral of salary.
- 9.8.5.3** A teacher on leave may not receive any remuneration from the Lakehead District School Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Clause **9.8.4.1.2**.

- 9.8.5.4 A teacher returning from leave must remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave.
- 9.8.5.5 Should a teacher elect not to take the leave within the six-year period as indicated in Clause 9.8.5.2, the salary plus interest accrued shall be paid to the teacher within sixty (60) days after the expiration of the six-year period in Clause 9.8.5.2.
- 9.8.5.6 A teacher may withdraw from the plan any time prior to March 1st of the calendar year in which the leave is to be taken.
- After receiving written notification of the teacher's desire to withdraw from the plan, the Board shall pay to the teacher the salary and interest accrued within sixty (60) days.
- 9.8.5.7 Sick leave credits will not accumulate during the year spent on leave, nor will the previous accumulation be reduced.
- 9.8.5.8 **No** one will be granted leave under this plan who has been on educational leave and has not fulfilled all of the requirements of the previous leave.
- 9.8.5.9 Pension deductions are to be continued as provided by the current ruling of the Pension Commission.
- 9.8.5.10 In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a teacher may choose to remain in the plan, or receive repayment as per Clause 9.8.5.6. However, the conditions of Clause 9.8.5.2 and 9.8.4.1.2 would continue to apply.
- 9.8.5.11 Should the teacher die while participating in the plan, any monies accumulated, plus interest accrued (see 9.8.4.2.2) at the time of death will be paid to the teacher's estate.

- 9.8.5.12 All teachers wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- 9.8.5.13 Upon returning from leave, a teacher will be assigned the same position (including position of responsibility), or, if due to declining or changing enrolment patterns, said position no longer exists, the teacher will be governed by the appropriate terms of this agreement.
- 9.8.5.14.1 Teachers declared redundant in accordance with Article 12.18 must withdraw from the plan.
- 9.8.5.14.2 In such case, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan. Repayments shall be made as per Clause 9.8.5.6.
- 9.8.5.15 Teachers enrolling in the Deferred Salary Plan hereby acknowledge that Revenue Canada will be the final determiner of the income tax payable by the individual before, during and after the deferral period, and that the Lakehead District School Board will not be held liable for any income taxes payable by the individual on deferred salary amounts.

9.9 Training

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

9.9.1 Purposes

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

9.9.2 Types of Leave

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

9.9.2.1.1 Option A:

- individual study, research, and updating of a long-term nature; (minimum one semester, maximum two semesters) administered by a System Training Committee

9.9.2.1.2 Option B:

- individual study, attendance at a workshop or conference and/or,
- school based training activities administered by the School Training Committee.

9.9.2.2 Approval of training leaves will be granted conditional on the Principal making necessary arrangements to meet the instructional program of the students. A decision not to approve a leave under this section for Option A shall be made only subsequent to consultation between the Principal and the TBU President.

9.9.2.3.1 If a teacher is denied access to Option A in 9.9.2.2, funds allocated will be carried to the next contract year as an addition to the allocation for that year, and the individual will have the opportunity to complete the original program as per 9.9.4.

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

9.9.3 Eligibility Requirements: Option A

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

- 9.9.3.1 The teacher must be eligible for options in Article 12.15.
- 9.9.3.2 Normally, a teacher having participated in Option A will not be eligible to participate again until the terms and conditions of the original participation have been fulfilled.
- 9.9.3.3 A teacher who is not eligible for redundancy options in Article 12.15 may participate in Option A if, in the opinion of the Board such participation will benefit the system.
- 9.9.4 Board Commitments
 - 9.9.4.1 In each school year, the Board shall allocate \$0 to a training fund for teachers.
 - 9.9.4.2 The System Training Committee may grant a maximum of 1 FTE participation in Option A.
 - 9.9.4.3 The funds used to finance Option A shall be subtracted from the amount in 9.9.4.1.
 - 9.9.4.4 The costs identified in 9.9.4.3 shall be calculated using the average teacher salary and benefits for the year in which the teacher was participating in Option A.
 - 9.9.4.5 The remaining funds shall be distributed to each school prorated to the teacher FTE in the school.
 - 9.9.4.6 For the purpose of accessing funds under Option B, teachers not assigned to a school (e.g. secondments; coordinators) will be assigned to the school at which the teacher was last placed. Teachers still not assigned will be assigned by lot.

For a teacher participating in Option A

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

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

For a teacher participating in Option B.

- 9.9.4.14 The teacher shall receive full salary and benefits.
- 9.9.5 Allocation of Funds to Schools
 - 9.9.5.1 A tentative allocation of the funds will be made to each school prior to September 1.
 - 9.9.5.2 A final allocation of the funds, will be made to each school prior to November 30.

- 9.9.5.3 Each school may carry forward into the next school year 20% of the previous year's allocation.
- 9.9.5.4 Any allocation of funds beyond that approved for carry over to the next year shall be redistributed to all schools using the same criteria as the original distribution in 9.9.5.1.
- 9.9.6 Training Committee(s)
- 9.9.6.1 The System Training Committee
- The System Training **Committee** shall consist of
- three (3) teachers appointed by the TBU Executive
 - three (3) members appointed by the Board.
- 9.9.6.2 A teacher and a member of the committee appointed by the Board shall act alternately, on an annual basis, as Chair and Vice-Chair.
- 9.9.6.3 The TBU Executive and the Board may appoint alternates for the Committee members.
- 9.9.6.4 The committee will evaluate applications and identify successful participants in Option A based on the criteria established under Section 9.9.8.
- 9.9.6.5 The committee will review the proposals and request specific information in support of applications deemed to be insufficiently detailed. This request shall be made at least three (3) weeks prior to the date established for interviews.
- 9.9.6.6 Any application still deemed to be incomplete by the time of the interviews will be considered a non-application by the committee.
- 9.9.6.7 The committee shall interview all applicants.
- 9.9.6.8 The final selection shall be made by the Committee and any decision reached must be supported by at least four (4) members of the committee.

- 9.9.6.9** The approval or rejection of each application is the responsibility of the Committee.
- 9.9.6.10** Rejection of an application shall be accompanied by a written explanation from the Chair of the Committee.
- 9.9.6.11** The applicants will be advised of the Committee's decision on or before February 28.
- 9.9.7** The School Training Committee
- Each school shall form a School Training Committee to administer the funds allocated to the school for Option B composed of the Principal and a maximum of 3 teachers.
- 9.9.7.1** The School Training Committee will create a School Training Plan prior to the end of September.
- 9.9.7.2** Expenditures under Option B must be consistent with the purposes set out in 9.9.1.1 and 9.9.1.2
- 9.9.8** Selection Criteria for Option A
- 9.9.8.1** To be eligible for consideration, the applicant must meet the qualifications established under Section 9.9.3.
- 9.9.8.2** The following criteria will be considered by the System Training Committee in its evaluation of applicants' proposals:
- 9.9.8.2.1** The proposal seeks to meet one or more of the following needs:
- a system identified need;
 - a school identified need;
- 9.9.8.2.2** The value to be gained by the system from the teacher's proposal.
- 9.9.8.2.3** The thoroughness of the application.

9.9.8.2.4 The degree to which the candidate complies with requests for additional information by the Committee.

9.9.8.2.5 In the case of proposals being equally acceptable, applicants who have previously not participated in Option A may be given priority

9.9.9 Application Procedure and Format for Option A

9.9.9.1 Applications shall be submitted to the Secretary, System Training Committee by December 31.

9.9.9.2 Application Format

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

- Name of Applicant
- School
- Home Address
- Purpose
- Number of semesters
- Indication of criteria met
- Evidence of professional acceptability
- Formal Study - a statement by the University or College that the applicant meets the entrance requirements.
- Writing Proposal - commitment by a publisher or commitment by a recognized authority to serve as an editorial consultant.
- Research Proposal - statement by a recognized authority that the proposal has been reviewed and that the authority will sponsor it.
- Commercial/Industrial Experience Project - statement by a recognized authority that the organization will sponsor the project.
- Travel - a statement of outcomes expected to be useful to the system and/or school.
- An outline, detailed discussion and timetable of the program to be undertaken

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

9.9.10 Applicant's Commitments for Option A

9.9.10.1 All applicants must meet individually with the System Training Committee to discuss their proposals and must provide any further information which the System Training Committee may require.

9.9.10.2 Subsequent to approval, any change in the proposal must be submitted, in writing, to the System Training Committee for evaluation, and if, in the opinion of the committee, the changes are not acceptable, the approval may be cancelled.

9.9.10.3 Earnings of the teacher while on Option A Leave may be augmented to the amount of 100% of salary, allowances, and benefits. Any earnings in excess of 100% earned during the term of Educational Leave are to be returned to the training fund for redistribution to the schools until the net amount of the funds provided to the applicant is nil.

9.9.10.4 A teacher participant agrees to return to the Board's service for a period of not less than four (4) years in the case of a 2 semester plan; two (2) years in the case of a 1 semester plan.

9.9.10.5 Should the teacher voluntarily leave the employ of the Board at an earlier date, the monies advanced by the Board shall be repaid to the training fund for redistribution to the schools on a pro-rata basis over a period of time not to exceed three (3) years. Any increase in salary resulting from a change in category while on Option A Leave shall be repaid, as above, on a pro-rata basis, if the teacher leaves the staff voluntarily prior to the end of three (3) years.

- 9.9.10.6** A teacher must, within twenty (20) school days of the return to service, submit copies of a written report to the Secretary of the System Training Committee.
- 9.9.10.7** The teacher accepts the responsibility for conducting follow-up activities as established during the approval process which allow the system to benefit from the teacher's training.

ARTICLE 10 • STAFFING AND WORKLOAD [Secondary Only]

10.1 Instructional Time

10.1.1 Unassigned time shall be available to the teacher for preparation and marking.

10.1.2 Each full-time teacher shall be assigned a maximum of 6 periods out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls, supervisions, student mentoring (including individual and small-group mentoring and advocacy) and teacher-mentoring based on seventy-five (75) minute periods, or equivalent:

- 2008-2009 up to 62 half-periods
- 2009-2010 up to 60 half-periods
- 2010-2011 up to 58 half-periods
- 2011-2012 up to 56 half-periods

The Principal shall endeavour to schedule the minimum number of supervision periods required to ensure student safety.

Note: Alternate Professional Assignments on examination days are excluded from the above limitations.

10.2 Generation of Staff

10.2.1 The minimum FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 22.75 to 1 based upon a teaching workload of 6 credits. This number shall be created by using the projected ADE (minus special education students), times 7.5 credits, divided by 22.75, divided by 6. After each October, the ADE will be adjusted to reflect the October 30th and the projected March 31st numbers. The classroom FTE shall be adjusted at this time.

- 10.2.1.1** For the **2007-2008** school year, **2.82** additional teachers per **1000 ADE** students shall be added to the total staff assigned. At least two-thirds of the additional sections created from the new allocations for **2005-2008** shall be used for sections applied, locally developed compulsory credit courses, workplace preparation, college preparation, learning strategies and *guidance/co-op* related courses, and alternative programs including credit recovery with the emphasis on grades **9** and **10** in particular.
- 10.2.1.2** 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.
- 10.2.2** Section 20 Staffing (formerly Section **19**)
- Staffing is generated at the discretion of the Board and shall not come ~~from~~ staff generated above.
- 10.2.3** The minimum number of FTE teachers assigned to non-credit special education programs, including Special Education contained classes and special education facilitators, shall be **15.0 FTE**.
- 10.2.4** The minimum number of guidance teachers shall be **9.5 FTE** and the minimum number of teacher-librarians shall be **2.33 FTE**.
- 10.2.5** The number of FTE staff allocated to credit courses, to non-credit special education, to Guidance and to Library shall be used in the area for which **it** has been generated.

10.2.6

The following shall be the class size maxima and shall not be exceeded:

Course Type	2008-	2009-	2010-	2011-
Academic Grades 9 and 10 (D)				
Applied Grades 9 and 10 (P)	25	25	25	25
Locally Developed/Essential (L)	18	17	17	17
College (C)	33	31	30	29
College/University (M)	34	32	31	30
University (U)	34	33	32	32
Open (O)	30	29	29	29
Workplace	25	25	25	24
Technical "hard shops"	26	25	25	24
Technical "soft shops"	30	29	29	28
Alternative Education	18	18	18	18
Co-operative Education	28	28	28	28
Science/Lab/Chemistry	31	30	30	30
Family Studies – Lab		25	25	24
Physical Education		30	30	30
Student Success/Credit Recovery		18	18	18

- Store Front, Aviation, College Link, Music repertoire and IB are not included in the above table

10.2.6.1

With the exception of the Cooperative Education courses, if a class can be classified in more than one category, the category with the lowest class size shall be applicable.

10.2.6.2

The maximum class size for computer classes where all students are expected to use a computer on a daily basis shall not exceed the number of workstations in a classroom.

10.2.6.3

Class sizes not specified here will be referred to the System Joint Staffing Committee for a determination.

- 10.2.6.4 The Principal and/or designate and the School Staffing Committee in each school shall identify any discrepancies between actual class sizes and the class size maxima by September 30th. By September 30th, the principal and/or designate and the School Staffing Committee shall make every attempt to ensure that the actual class sizes are within the parameters of the class size maxima above.
- 10.2.6.5 Notwithstanding Clause 10.2.6.4, by October 5th, any class sizes that exceed the maxima above shall be reported to the System Joint Staffing Committee. The System Joint Staffing Committee shall make any necessary adjustments or determine any necessary exceptions.
- 10.2.6.6 For second semester, the process outlined will be completed by March 5th.
- 10.2.7 E-Learning
- 10.2.7.1 Credits that are delivered through Contact North to northern reserves shall remain part of the continuing education contract.
- 10.2.7.2 The Board will consult with the Bargaining Unit prior to offering electronic credits to other regular day school students.
- 10.2.7.3 E-Learning courses for secondary school students shall be:
- taught by a secondary day school teacher who is a member of the OSSTF Bargaining Unit
 - subject to the same class size restriction as other classes in secondary schools
 - and scheduled during the regular work day

10.2.7.4 The secondary school teacher delivering the e-learning course shall:

- be assigned a work location in the member's secondary school with computer availability
- report to the school board personnel only and shall be evaluated only by the Principal or Vice-principal of the member's school and/or Supervisory Officer employed by the board
- and receive training on the delivery of courses on the e-learning platform.

10.2.8 Credit Recovery

10.2.8.1 Where the subject teacher is recommending a student for Credit Recovery, the subject teacher shall only be required to provide the following information:

- the student's final mark for the course;
- a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks;
- reasons for Credit Recovery recommendations.

10.2.8.2 For a student accepted into the Credit Recovery program, the subject teacher shall only be required to identify:

- units, concepts, and/or expectations not successfully achieved;
- relevant learning skills information

10.3 Workload and Assigned Time

10.3.1 Each full-time teacher shall be assigned a maximum of six (6) periods out of eight (8) periods.

- 10.3.1.1 A maximum of six (6) credit courses as defined in the Regulations made under the Education Act. A maximum of three (3) credit courses shall be assigned per semester unless otherwise agreed to by the Teacher, the Bargaining Unit and the Principal. It is understood that two half credit courses count as the equivalent of one credit course.
- 10.3.1.1.1 Where a teacher consents to teach a program (i.e. Kick Start or Music), which is scheduled before and/or after the normal school day for students, such course shall count as one of the teacher's six credit courses.
- 10.3.1.1.2 An IB course that forces a 3.5 course split one semester for a teacher shall be identified well before staffing and a teacher will be given the option to teach or not to teach that course. Courses on a two day cycle (every other day cycle) shall only count as half credit course for that semester. A teacher who has a 3.5/2.5 course split shall be assigned Alternate Professional Assignments in the semester of the 2.5 course workload.
- 10.3.1.2 No more than two (2) half-credit courses may be assigned without the mutual consent of the principal, the teacher and the Bargaining Unit, excluding career and civics courses at the grade 10 level.
- 10.3.1.3.1 A maximum of (20) twenty half-periods may be assigned as on-calls over the course of the school year. Every effort will be made to hire Occasional Teachers to replace Teachers who are absent for more than two (2) periods.

- 10.3.1.3.2** Teachers shall be assigned to supervise students or perform on-call duties up to a maximum of three separate half-periods per week and no more than one half-period per day. Supervisions up to nineteen (19) minutes will count as a quarter period assignment. Supervisions over nineteen (19) minutes and less than thirty eight (38) minutes will count as a full half period assignment. Exceptions may be made with the mutual consent of the Board, the Teacher and the Bargaining Unit. Supervision duties and on-call duties shall be equitably distributed. All such supervisions or on-calls will count towards the maximum number of supervisions or on-calls.
- 10.3.1.3.3** A Teacher who has completed three (3) half periods supervisions or on-calls in the week will not refuse a supervision, or on-call, in an emergency situation which arises on that day, such supervision or on-call will count towards the maximum number of supervisions or on-calls.
- 10.3.1.3.4** Except in the case of an emergency situation, teachers shall be notified of any on-call assignments before the close of the previous school day.
- 10.3.1.3.5** Alternative Professional Assignment (on-calls/supervision and mentoring) schedules shall be developed by the Principal in consultation with the School Staffing Committee.
- 10.3.1.3.6** A Teacher shall not be assigned duties other than those specified above during the instructional day, excluding the exam periods. Unassigned time shall be available to the teacher for preparation and marking.
- 10.3.1.3.7** Records of supervision and on-call assignments shall be shared with the Branch President on a monthly basis.
- 10.3.2** Teachers assigned less than full-time shall have the number of Alternative Professional Assignments (as described in **10.3.1** above) pro-rated according to their contractual credit teaching load.

- 10.3.3 The protocol for the distribution of such timetables indicated above shall be determined by the System Joint Staffing committee. Records of on-calls and supervision assignments will be kept and will be reviewed on a monthly basis by the School Staffing Committee and/or the Joint Staffing committee. Concerns regarding the equity of teaching assignments will be reviewed by the System Joint Staffing Committee.
- 10.3.4 Lunch Break
- Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:15 a.m. and 1:30 p.m. or where possible, during the 40 minutes preceding or following the scheduled lunch period.
- 10.3.5 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- 10.3.6 No teacher shall be assigned duties normally performed by management or by other bargaining units.
- 10.3.7 The length of the school year shall be the minimum required under the Education Act.
- 10.3.7.1 Employees who agree with a request from the Employer to work outside the designated school year shall receive compensating time off equal to the number of days worked, to be scheduled according to current Board practice, and the mutual consent of the Principal and the employee.
- 10.3.8 Instructional periods shall not exceed 75 minutes in length unless otherwise agreed by the Board and the Bargaining Unit.
- 10.3.9 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

- 10.3.10 No teacher shall be allocated assigned time over a continuous interval exceeding 188 minutes excluding travel time between periods and/or breaks and homeroom responsibilities.
- 10.3.11 Members shall not be required to perform their assigned duties at any time which falls outside of the designated school year.
- 10.4 Night School
- 10.4.1 A teacher may fulfill contractual requirements with the Board by accepting any combination of Day School, Night School or Summer School credit courses.
- 10.4.2 A certified teacher on contract with the Board who, in addition to a contractual Day School assignment, teaches a credit course program at Night School, shall be paid ten percent (10%) of the appropriate grid position (which includes vacation pay), for each credit course taught.
- 10.4.3 The Board may appoint in accordance to the same procedure as in Article 6.4.3.1, a teacher as an administrative assistant to Night School to perform counselling and/or administrative duties prorated to two (2) hours per week/semester more than the hours per week/semester equal to one (1) credit course.
- 10.4.4 The above clauses will pertain to Summer School whenever the Board decides to run Summer School.

**ARTICLE 11 - TRANSFERS/RETIREMENTS/RESIGNATIONS
(Secondary Only)**

- 11.1 Procedure
 - 11.1.1 A teacher in the secondary panel who wishes to transfer to the elementary panel must apply and be hired to fill a vacant position in the elementary panel.
 - 11.1.2 Transfers between panels are for a period of one school year or less.
 - 11.1.3 The transfer may be extended by repeating the process outlined in 11.1.1 above, or by obtaining an assignment via the elementary school placement process.
- 11.2 Conditions
 - 11.2.1 During the term of the transfer, the teacher will be considered to be on a leave of absence from the secondary panel in accordance with Article 8 and will retain a position on the secondary seniority list in accordance with Article 12.
 - 11.2.2 As a transferee to the elementary panel, the teacher will be governed by the terms of the Elementary Teachers' Collective Agreement.
 - 11.2.3 A teacher who transfers from the elementary panel to the secondary panel under the principles of this Article will be placed on the appropriate secondary teachers' seniority list.

11.3 Guarantee to Elementary Transferee

A teacher who has transferred from the elementary panel, according to the principles identified in Articles 11.1 and 11.2, after five (5) consecutive years of employment in the secondary panel and who is hired or placed for a sixth year in accordance with the principle of Article 11.1.1 will transfer all system seniority to the secondary panel and will be placed on the secondary teachers' seniority list.

11.4 Job Exchange

11.4.1 The Board shall provide the opportunity to permanent teachers to participate in a "job exchange" program in accordance with the terms and conditions of this article.

11.4.2 Two permanent teachers, including those with positions of added responsibility, within the panel may be temporarily exchanged for one year, subject to the agreement of the Superintendent responsible for secondary staffing. Teachers interested in participating in a Job Exchange shall submit an application by May 15th for the following school year to the Human Resources Department. At the end of the exchange the teachers will return to their previous positions and contractual status, subject to Article 12. Late applications may be considered at the discretion of the Superintendent responsible for secondary staffing.

11.4.3 Teachers participating in job exchange shall be paid according to Article 7. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.

11.5 Retirement/Resignations

11.5.1 Retirement will be in accordance with Provincial legislation and the rules and conditions of the applicable pension and employee benefit plans.

- 11.5.2 Except by mutual consent, teachers may only retire/resign effective January 31 or during the period June 30 to August 31. The Board shall not unreasonably withhold consent where the teacher has provided a minimum of thirty (30) days written notice of their intention to retire/resign.
- 11.5.3 A teacher who wishes to retire/resign on January 31 must notify the Board in writing by November 30 of the previous calendar year.
- 11.5.4 A teacher who wishes to retire/resign during the period June 30 to August 31 must notify the Board in writing by April 30 of the current calendar year.
- 11.6 Salary Deductions
- 11.6.1 Leave of Absence for any member of the teaching staff shall be in accordance with the provisions of Article 8.
- 11.6.2 For absences from duty other than those provided for in Article 8 or absence authorized by the Board, a deduction will be made by the Board from the teacher's salary.
- 11.7 Acquisition of Program and Staff - Secondary Panel
- In the event that the Lakehead District School Board should transfer Program from the Elementary Panel to the Secondary Panel which impact on the employment of staff, the following provisions to accommodate staff tenure and compensation shall apply:
- 11.7.1 The seniority of staff in the elementary panel, prior to the transfer, and accumulated within the program subsequent to transfer, shall only be applicable within the program and shall be designated as Program Seniority.

- 11.7.2 Any secondary teacher transferring into the program, subsequent to the transfer of program, shall start to accrue Program Seniority from the date of transfer. Any Program Seniority ties will be resolved by the means identified in Article 12 of the secondary collective agreement.
- 11.7.3 Elementary teachers transferring to the secondary panel with the program shall commence accruing seniority on the Secondary Seniority List as of the first teaching day following the transfer of the program. Secondary seniority shall be consistent with Article 12 of the secondary collective agreement.
- 11.7.4 Any future reduction of staff within the program will be based on Program Seniority.
- 11.7.5 Only secondary seniority shall be used to obtain positions in the secondary panel outside of the Program.
- 11.7.6 Should an individual utilize secondary seniority to move into a secondary panel position outside the program, that individual's Program Seniority shall no longer exist.
- 11.7.7 Elementary teachers who possess Program Seniority must exercise their rights to transfer seniority to the secondary panel or return to the elementary panel for the commencement of the first teaching day in the sixth year after the date of program transfer as per Article 10.4.3 in the secondary collective agreement.
- 11.7.8 The Lakehead District School Board will retain the right of a teacher who holds a PAR position to recall to an elementary PAR position while the teacher holds Program Seniority and has not exercised rights of seniority under Item 11.7.7.
- 11.7.9 Any staff possessing Program Seniority shall be considered secondary teachers with all the rights and responsibilities identified under the Secondary Collective Agreement.

11.8 Acquisition of Program and Staff

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

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

**ARTICLE 12 - SENIORITY, REDUNDANCY, LAYOFF, AND RECALL
(Secondary Only)**

12.1 SENIORITY

The seniority list shall be developed by the Board in conjunction with the TBU through the Committee on Redundancy, with a copy retained by each party. The seniority list shall be revised from time to time as required by the Committee on Redundancy and on December 1st and April 1st of each year and shall include all teachers who were members as of September 1st of each year and any members who were added before March 1st.

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

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

12.4 Seniority shall mean and be established as follows:

- 12.4.1 The seniority of teachers with the Board is determined by the total number of years served consecutively with this Board, or its predecessors, by a certified teacher or a teacher holding a recognized letter of standing.
- 12.4.2 A teacher employed on a letter of permission who becomes certified and is in continuous employment with the Board shall receive retroactive seniority to the date of hire.
- 12.4.3 The seniority list shall consist of the names of teachers identified in 12.4.1 and 12.4.2 in decreasing order of years of recognized continuous employment with the Board or its predecessors.
- 12.4.4 "Recognized continuous employment" for the purpose of this article shall include time spent while on leave of absence granted by the Board; leave due to prolonged illness, long term disability, or educational leave.
- 12.4.5 Where teachers have the same length of employment with the Board as defined above, the order on the list shall be decided upon the basis of total certified teaching experience in Ontario.
- 12.4.6 Where teachers have the same seniority as defined in 12.4.4 and 12.4.5 above, the order of seniority shall be decided by the Committee on Redundancy no later than November 30 and April 1 on the basis of lot.
- 12.5 All teachers hired shall be placed on the seniority list:
- 12.5.1 For all new hires subsequent to the date of ratification, seniority shall be determined based upon the date of commencement of employment. Members hired prior to the date of ratification shall not have their seniority altered as a result of this change in determination of seniority.

12.5.2 In the event two or more teachers have the same date of commencement of employment, the seniority tie breaker shall be as follows:

- Aggregate experience in the Lakehead secondary panel
- Aggregate teaching experience
- By lot

The tie breaker shall be administered one time only in the presence of a representative from Human Resources and a representative from the TBU.

12.6 For leaves incorporating the full contractual status of a teacher, seniority will cease to accumulate:

- After five years of consecutive leave for political office;
- After six years of consecutive leave for Federation business;
- After five years of consecutive leave in a teaching assignment with recognized agencies approved by the Board; and
- After three years of consecutive leave for any other reason.

12.7 Return from Leave

12.7.1 Leave Outside the, Bargaining Unit

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

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

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

12.7.2 Leave within the Bargaining Unit

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

12.7.2.1 If the leave is for one year or less the teacher shall return to the original school and shall be given an assignment by the principal in accordance with Article 12.

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

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

12.7.3 Teacher-in-Charge

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

- September 1, 2008 \$ 30
- September 1, 2009 \$ 31
- September 1, 2010 \$ 32
- September 1, 2011 \$ 33

12.7.3.2 A Teacher in Charge may resume the teacher's regular assignment subject to forty-eight (48) hours written notice to the appropriate Supervisor.

12.7.3.3 The assignment of Teacher-in-Charge shall not be for less than one half day and an occasional teacher shall be hired to replace the teacher.

- 12.7.3.4 Bargaining Unit Members serving as a Teacher-in-Charge shall not discipline or evaluate other Bargaining Unit Members.
- 12.7.3.5 The Member shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.
- 12.7.4 Acting Principal/Vice-principal
- 12.7.4.1 The parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-principal on a temporary basis for a period of more than twenty (20) school days but not to exceed one (1) school year.
- 12.7.4.2 The teacher acting as Principal/Vice-principal shall be paid at the starting grid salary for the position, pro-rated for the period of the temporary assignment, or the teacher's salary, whichever is greater.
- 12.7.4.3 A teacher acting as a Principal/Vice-principal shall continue to pay union dues in accordance with Article 5.1.
- 12.7.4.4 A teacher acting as Principal/Vice-principal shall not result in an increased workload for other Bargaining Unit members.
- 12.7.4.5 A teacher acting as Principal/Vice-principal shall not discipline or evaluate other Bargaining Unit Members.

12.8 Definitions

REDUNDANCY PROCESS

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

SURPLUS

- "surplus to school" occurs when there is no available position the following September in the school to which the teacher is assigned or if the teacher opts for self-declaration.
- "surplus to system" occurs when a position is declared open in order to facilitate placement of more senior teachers with similar qualifications and experience who are declared surplus in other schools.

QUALIFIED (QUALIFICATIONS)

A teacher is qualified if the teacher:

- is a member in good standing with Ontario College of Teachers
- possesses a certificate of qualifications with the appropriate entries according to the regulations
- an appropriate academic background in the judgment of the Superintendent of Employee Relations, and/or,
- an appropriate prior successful teaching experience in the judgment of the Superintendent of Employee Relations.

RECALL

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

REDUNDANT

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

12.9 Redundancy Process

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

12.9.1.1 If one or more schools close into a new school, all the staff shall be considered part of the new school for staffing purposes.

12.9.1.2 If one school closes into a second school, all the staff from the two schools shall be considered one staff for staffing purposes.

12.9.1.3 Teachers with a contractual standing of:

- less than 0.167 (one (1) credit) will be increased to 0.167 (one (1) credit) if they are a classroom, credit-generating teacher
- more than 0.833 (five (5) credits) will be increased to 1.0 (six (6) credits) if they are a classroom, credit-generating teacher
- less than 0.25 non-classroom/non-credit generating will be increased to 0.25
- contractual status of more than 0.75 non-classroom/non-credit generating will be increased to 1.0 prior to the date specified in Article 12.9.3 and principals organize their schools

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

- 12.9.3 By April 11, the Principal shall organize the school in accordance with seniority and qualifications as defined below, (save and except positions of responsibility) utilizing the full-time equivalent complement above and based on the staffing needs determined by the school program.
- 12.9.3.1 A teacher will not be assigned or be entitled to a position for which the teacher is not qualified.
- 12.9.3.2 A teacher may, as a consequence of the school organization above, elect to declare him or herself surplus to the school. A teacher who elects self-declaration of surplus may only return to a position in the original school with the approval of the Superintendent of Employee Relations.
- 12.9.3.3 The Principal shall notify teachers whose tentative assignment will require qualifications different than those required for the present assignment.
- 12.9.4 Prior to hiring any teachers not presently contracted, part-time teachers who have expressed an interest in increasing their contractual status prior to March 1st, shall be placed into available vacant positions, for which they hold qualifications and experience, existing after the provisions of Article 12 have been satisfied. Placement shall be by the Superintendent of Employee Relations before the end of June. A part-time teacher who has received an unsatisfactory performance review shall not be eligible for an increase in time until an evaluation indicating a satisfactory performance review has been completed.
- 12.9.5 After June 30th, part-time teachers who have met the conditions specified in 12.9.4, and where conditions of qualifications and availability are met, will be placed by the appropriate superintendent into available vacant positions before teachers are hired through the pool hiring process.

12.10 Surplus Declaration

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

- 12.10.1 Where the FTE number of teachers in the school, including the teachers on leave returning to the school exceeds the projected FTE number of teachers in 12.9.2, the least senior teacher(s) shall be declared surplus to the school. A teacher cannot be declared surplus for less than contractual FTE status.
- 12.10.2 To be placed in a position of chair effective September 1, a teacher must have sufficient seniority as of the preceding June 30 to retain a full time teaching assignment.
- 12.10.3 To be placed in a position of chair effective other than September 1, a teacher must have a full time position as a teacher.
- 12.10.4 Once placed as a chair the teacher is exempt from surplus declaration for the term of appointment, up to 6 years.
- 12.10.5 Bypass
- 12.10.5.1 The least senior teacher may be by-passed as the teacher declared surplus after the Principal has:
- Determined the programs to be offered in the school
 - Examined the qualifications of the teachers in the school
 - Ascertained that the school cannot reasonably be reorganized to incorporate the teaching assignment of the least senior teacher.
- 12.10.5.2 If the Principal by-passes the least senior teacher, the next least senior teacher must be declared surplus as provided for in 12.10 above until the surplus teacher is identified.

- 12.10.6 Before April 16, the Principal shall inform, in writing, the following individuals of the names of the teachers declared surplus to the school, and the names of the teachers by-passed:
- The Superintendent of Human Resources
 - TBU President.
 - Each teacher concerned in the presence of the Branch President.
- 12.10.7 By April 16, the Principal shall provide, in writing, an explanation of all by-passes, a tentative school organization, and a description of all vacant positions to the Superintendent of Employee Relations and the TBU President.
- 12.10.8 Where the Principal has ascertained that it is difficult to deliver a coherent program due to fragmentation of staffing assignments, a principal may designate, with the agreement of the Redundancy Committee, up to a full time position, at least 4 periods of which are in one discipline, that must remain intact until the conclusion of the placement meeting in 12.13.5. Principals may use 12.10.1 to create the available periods.
- 12.10.9 A teacher declared surplus as a consequence of the 12.10.8 designation, may appeal the designation to the By-Pass Committee identified in 12.11.
- 12.10.10 At the conclusion of the placement meeting identified in 12.13, if the position has not been filled, the periods of which the position is composed shall be offered in order of seniority based on qualifications to teachers who have not been placed according to their contractual status.
- 12.10.11 Teachers who have been declared surplus to the school shall be considered at the Placement Meeting in accordance with the procedures outlined in 12.13.

- 12.11 Bypass Committee
- 12.11.1 The Redundancy Committee shall act as the Bypass Committee and adjudicate all requests. This committee shall meet within three school days from the date of notification of surplus staff.
- 12.11.2 A teacher declared surplus to a school's needs caused by a by-pass may request, in writing no later than 2 days after notification in 12.10.6, to the Superintendent of Employee Relations, an opportunity to discuss the by-pass decision.
- 12.11.3 The decision of the committee is binding on all parties and shall not be the subject of a grievance.
- 12.12 On or before May 4, the Committee on Redundancy shall examine the list of teachers declared surplus and the description of the tentative assignments, for the coming school year, for all teachers.
- 12.12.1 If, in the opinion of the Committee on Redundancy, there is not a position available for each surplus teacher, the Committee on Redundancy, having considered qualifications and teaching assignments, shall declare the least senior teacher(s) in the system surplus in order to provide a position for each senior surplus teacher. The teacher will be informed in writing by the Committee.
- 12.12.2 Preference will be given to the transfer back to school "A" of the teacher transferred from school "A" to school "B" by reason of surplus at school "A" should a position become available at school "A" for which such teacher is qualified. This article shall not apply to positions that are created in 12.12.1.
- 12.12.3 Positions which are created by the Committee on Redundancy plus vacant positions shall be posted within the system for 5 working days. Surplus teachers shall be provided with a copy of the posting.

- 12.12.3.1 Following receipt of all vacant positions each surplus teacher, including those who have self-declared under Article 12.9.3.2, must complete the required form.
- 12.12.3.2 After the initial posting of positions described above, only positions of responsibility and positions for which no surplus or redundant teacher is qualified will be posted until the redundancy process has been completed.
- 12.12.4 Teachers who are surplus shall be invited to attend the placement meeting referred to in Clause 12.13 below in order that they may be consulted regarding their preferences during the process of assignment. There shall be no cost to the Board for the attendance of teachers invited to attend this meeting.
- 12.13 Placement Meeting
- 12.13.1 On or before the first Thursday of June, the Principals and the Committee on Redundancy shall fill all vacancies. This process shall be accomplished by assigning, on a seniority basis, qualified surplus teachers.
- 12.13.2 The placement process in this article may not be used to increase contractual status.
- 12.13.3 If a teacher on the surplus list unjustifiably refuses a position for which the teacher is qualified, as determined by the Committee on Redundancy, the Board shall have no further obligation to employ the teacher.
- 12.13.4 The Chair of the Committee on Redundancy shall first inform the teacher of the consequences of refusal to accept any such vacancy.
- 12.13.5 During the placement meeting, if it is not possible to accommodate all senior surplus teachers in accordance with the principles of this process, the Committee on Redundancy, having considered qualifications and teaching assignment, shall assign the senior surplus teacher(s) to replace the least senior teacher(s) in the system.

- 12.13.6** On or before the third Thursday in June, the Committee on Redundancy shall declare those teachers not placed by way of Clause **12.13.5** redundant to the secondary school system.
- 12.14** Recall
- 12.14.1** A redundant teacher will be placed on a recall list for two years. A teacher whose recall rights have expired shall be retained on the Board's short list. In no case shall this entitlement extend beyond two years from the time the teacher is placed on recall.
- 12.14.2** A teacher retains seniority while on the recall list.
- 12.14.3** Qualified teachers on the recall list will be considered in order of seniority for positions which became available during the school year.
- 12.14.4** A teacher declared surplus has the responsibility to ensure that the Federation President and the Superintendent responsible for Human Resources have an accurate record of the teacher's current address and telephone number during the complete time that the teacher is identified as surplus or remains on the recall list.
- 12.14.4.1** Should the Board be unable to contact a teacher on recall by telephone the Board shall notify the TBU President. If after a further 48 hours the surplus teacher still has not been contacted, the Board shall bypass the recall rights of the teacher.
- 12.14.4.2** A surplus teacher bypassed shall be notified of the circumstances of the bypass and the contents of this Article by registered mail.
- 12.14.4.3** A surplus teacher who is bypassed a second time in the same school year shall lose all recall and seniority rights.

12.14.4.4 If after 90 days the teacher has not responded to indicate the desire to remain on recall, the teacher shall lose all recall and seniority rights.

12.14.5 Should a qualified teacher refuse an assignment, the teacher shall lose all recall and seniority rights.

12.15 Eligibility for Redundancy Options

12.15.1 A teacher is eligible for redundancy options in 12.16 equal to the teacher's contractual status when the teacher is placed above the line identified in Clause 12.15.2 on the seniority list.

12.15.2 The Committee on Redundancy shall establish the line no later than April 15th each school year **by** placing the line immediately below the least senior teacher for which the total FTE on the seniority list above and including this teacher and the chairs equals the FTE of all teachers employed in the secondary system on March 1st.

12.16 Redundancy Options

Redundancy options apply, in order of seniority, to the teachers who are above the line when the placement meeting takes place, and who are declared redundant to the secondary system at the time of the placement meeting. The Committee on Redundancy shall meet with each redundant teacher on or before June 30th to explain the following options:

12.16.1 Permanent Supply

12.16.1.1 The top six (6) teachers on the seniority list, who have been declared redundant, shall be placed as permanent supply teachers. These positions shall not count in the setting of the line, the following year. Whenever possible the teacher shall be placed into a long term occasional position for which the teacher is qualified.

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

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

12.16.1.4 If any qualified teacher placed on permanent supply unjustifiably refuses a teaching position, the teacher shall be terminated.

12.16.1.5 If classes are added after the permanent supply position is filled, these teachers, if qualified shall be used to fill the positions.

12.16.1.6 If teachers on permanent supply obtain a teaching position at some time during the school year, the permanent supply position shall cease to exist for that year.

12.16.2 Recall Rights

Teachers who were above the line, but for whom there are not permanent supply positions, shall be given an extra year on the recall list. Such teachers shall be offered available long term occasional teaching assignments for which they are qualified during the recall period. If there are no such assignments, these teachers shall be called first for short term occasional positions.

12.16.3 Leave of Absence

Any teacher who was above the line, but declared redundant, shall be granted a leave of absence for the following year if they so request. This year of leave shall not count as one of their two years of recall rights.

12.16.4 Elementary Placement

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

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

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

12.16.5 If a teacher has held a continuous permanent teacher position with this board for ten or more years before going on recall, then they shall retain recall rights until a position becomes open or until they refuse a recall position and therefore have voluntarily resigned from the board.

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

12.16.6.1 Retraining

12.16.6.1.1 A redundant teacher may be granted a leave for the purpose of retraining in a specified area as recommended by Committee on Redundancy and approved by the Board.

- 12.16.6.1.2 In the event that no vacancy for which the teacher qualified exists at the end of the retraining leave, such teacher shall be placed on permanent supply for a period of up to two (2) years, after which, should no position be available for which such teacher is qualified, the contract of such teacher shall be terminated by the Board.
- 12.16.6.2 Other
- Any other arrangement mutually agreeable to the Committee of Redundancy and the teacher.
- 12.17 Partial Redundancy
- The Board is obligated to teachers partially included in the redundancy pool in the third year after such teachers are initially declared redundant only for that portion of their time that has been assigned by the Redundancy Committee to teaching credit and/or non-credit courses.
- 12.18 Refusal to Select Option
- If any redundant teacher refuses to select any of the options available in 12.16, the teacher shall lose all recall and seniority rights.
- 12.19 Placement within the System
- A teacher, who returns from a leave of absence requiring placement within the system, shall be placed as a surplus teacher.
- 12.20 Classroom Teachers
- 12.20.1 In the year of school closure the affected teachers from the closing school will be assigned positions in accordance with the terms of Article 12. The Committee on Redundancy will consider stated subject preferences from the above teachers in declaration of surplus.

- 12.20.2 In the year(s) of school closure the following principles, in relation to staffing, shall be considered by the appropriate school(s) superintendent.
- The maintenance of positions of added responsibility or their equivalent at the school to be closed.
 - The allocation of additional staff in the school to be closed to maintain a viable level of service.
 - The Board, in consultation with the TBU president, may exercise its rights of administrative transfers of teachers when viable and unique programs are being maintained.
- 12.21 Transfers
- 12.21.1 Teachers, who wish to be considered for a voluntary administrative transfer during the school year, must complete the Voluntary Transfer Form and forward it to Human Resources before November 30th. Teachers, who wish to be considered for a voluntary administrative transfer for the next school year, must complete the Voluntary Transfer Form and forward it to Human Resources before March 31st of the current school year. Transfers during the current school year will be made before January 31st. Transfers under this clause for the next school year will be considered until May 31st. Transfers arranged under this clause will be made following consultation with the teacher.
- 12.21.2 The Board reserves the right to place newly appointed teachers and to transfer teachers in order to meet special program needs. Non-voluntary administrative transfers will only be made following consultation with the Federation President and the teacher(s) involved.

ARTICLE 13 - LEADERSHIP AND CHAIR STRUCTURE (Secondary Only)

13.1 Chairs

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

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

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

13.3 Chair Structure

13.3.1 Each composite school shall have 8 organizational units led by a chair. These units shall be as follows:

- Business
- Communications (English and Moderns)
- Mathematics
- Science
- Student Services, Co-operative Education and Information Services
- Social Sciences (Geography, History and Family Studies)
- The Arts (Physical Education, Art, Music, Drama)
- Technical Studies

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

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

- 13.3.4 Each chair shall be appointed for a term of 3 years. The term may be renewed at the request of the incumbent for a second 3 year term. At the completion of the second 3 year term the position shall be posted. Incumbents may apply for any posted position, and a successful applicant shall be deemed to be a new appointment. If a chair does not renew the term, the chair shall be retained in the school as a teacher subject to the redundancy process.
- 13.3.5 A system short list of chair by organizational units shall be created by the Board. This short list shall be renewed at least once every 36 months. The principal of a school shall select individuals from the short list.
- 13.3.6 Where, in the opinion of the Superintendent responsible for Secondary Staffing, no teacher qualified for appointment is available, the Board may appoint a less qualified teacher as Acting Chair, until such time as a fully qualified teacher for the position as Chair is available.
- 13.3.7 If a qualified applicant is unsuccessful in obtaining a position as chair, the Director of Education will state in writing the reason for the decision.
- 13.3.8 In the event a chair is required to be replaced during the school year, the appropriate area superintendent, in consultation with the TBU President, shall appoint an acting chair until the return of the chair or until the end of the semester, whichever comes first.
- 13.3.9 In the event a chair is required to be replaced during the school year, the appropriate area superintendent in consultation with the TBU President, shall appoint an acting chair until the return of the chair or until the end of the semester, whichever comes first.

13.4

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

ARTICLE 14 - CONTRACT MAINTENANCE, GRIEVANCE AND ARBITRATION

14.1 Definitions

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

The reference to days shall mean school days.

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

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

14.3 The Teacher/the TBU Executive who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five days, the Teacher/the TBU Executive may lodge a grievance as provided herein.

Grievance Steps

14.4 Step 1

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

14.5 Step 2

When the TBU Executive supports the Teacher, it shall take the matter, forthwith, to the superintendent responsible for secondary schools or designate who shall make a ruling within five days after receiving written notice from the local TBU Executive.

14.5.1 Grievance Format

A written grievance shall contain:

- a description of how the alleged dispute is in violation of the agreement; and
- the clauses in the collective agreement alleged violated; and
- the relief or remedy sought; and
- the signature of the duly authorized official of the bargaining unit

14.6 Step 3

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

14.7 Step 4 -Committee of Review

14.7.1 The Committee of Review shall be constituted annually in September and be composed of two teachers selected by the TBU and two representatives of the Board. Both parties may call witnesses at their discretion.

14.7.2 The parties maintain the right to institute a Policy Grievance at this step.

14.7.3 If after 15 days from the date of receipt of the grievance, the Committee of Review fails to resolve the matter to the satisfaction of both parties; either party may submit the grievance to arbitration within a further 15 days.

14.8 Step 5 -Arbitration

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

14.8.1.1 Expedited Arbitration

A single arbitrator may be used at any time. If the parties are unable to agree on the choice of a single arbitrator, one will be appointed by the Labour Relations Board. The arbitrator will be governed by Article 14.8.3.7.

14.8.1.2 Alternate Processes

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

An outside third party, agreeable to both the Federation and the Board, may be accessed at any point in the process.

Related costs for this service shall be borne equally by the parties. The role of the third party is to attempt to achieve resolution to the grievance on a "without prejudice" basis.

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

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

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

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

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

That no person be appointed a member of a Board of Arbitration who has any direct pecuniary interest in the matters coming before it, or who has, within a period of six months immediately preceding the date of appointment, acted as a mediator, solicitor, counsel, agent, or negotiator of either of the Parties; but no person shall be deemed to have direct pecuniary interest by reason only of being a ratepayer within the area of jurisdiction of the Board.

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

14.8.3.4 If the recipient of the notice fails to appoint an arbitrator within the time ~~so~~ limited, the appointment shall be made by the Labour Relations Board subject to the limitation imposed by the preceding Clause **14.8.2** and **14.8.3** or, if the two appointees fail to agree upon a Chair within time ~~so~~ limited, the Chair shall be appointed by the Labour Relations Board subject to the limitation imposed by preceding Clause **4.8.2** and **14.8.3**.

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

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

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

The Arbitration Board shall have the authority to fashion an equitable remedy only where a violation of the collective agreement has been found. The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this collective agreement, or to give any decision inconsistent with it.

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

14.9 Just Cause

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

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

The provisions of this Article shall not apply to:

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

ARTICLE 15 • HEALTH AND SAFETY

- 15.1 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimal acceptable standards. Both the Union and the teachers shall cooperate with the Board to the fullest extent possible in the prevention of accidents and the reasonable promotion of safety and health.
- 15.2 For the purposes of the Occupational Health and Safety Act, Chairs shall not be deemed to exercise managerial functions and shall be permitted to be the representatives of the teachers on any committee pursuant to Section 8(2) of the Act, or pursuant to Section 3(2) of Regulation 191/84.
- 15.3 When duties are required to be performed by teachers as representatives on the Joint Health and Safety Committees, those duties will be performed during the normal school day.
- 15.4 In order to replace teachers who serve as Joint Affiliate Health and Safety Representatives who must be absent from teaching responsibilities in order to perform duties required by the Act, the Board will provide time for worker representatives on the Joint Health and Safety Committees as required by the Occupational Health and Safety Act.
- 15.5 The Board shall provide to the TBU President and the TBU Health and Safety Officers, all relevant health and safety information and committee recommendations for posting and filing.
- 15.6 Where a teacher knows of a hazard that may endanger the teacher or another worker, or knows of a contravention of the Occupational Health and Safety Act or the regulations, the teacher shall report to the Principal and the worker representative on the Joint Health and Safety Committee.

- 15.7** The employer shall take every precaution reasonable in the circumstances for the protection of the worker.
- 15.8** The Board shall provide to the TBU President and the TBU Health and Safety Officers, reports of lost time and/or accidents requiring medical attention pertaining to individuals governed by this contract.
- 15.9** All activities of Health and Safety Committees will be governed as per the agreed guidelines established under the Health and Safety Act.
- 15.10** The Board shall provide and maintain at no cost to the teacher, personal protective equipment, clothing or devices required by the Occupational Health and Safety Act.
- 15.11** The Board shall carry out such training for workers, supervisors and committee members as may be prescribed by the Occupational Health and Safety Act. Additional requests for training should be forwarded to the Board Health and Safety Officer for consideration.
- 15.12** The Board and the Federation agree that harassment is an unacceptable behaviour and it is the responsibility of both parties to work cooperatively in promoting a harassment-free environment. Where an investigation is required it shall be done in accordance with Board Policy and Procedures 7030.

**ARTICLE 16 - TEACHER EVALUATIONS AND PROBATION
(Secondary Only)**

- 16.1 The Board agrees to continue its practice for teacher evaluation. The Board will consult with the Federation, before making any changes to the Teacher Performance Appraisal Policy. The Board policy (7011) and the procedures are available on the Board's web-site and are not part of the collective agreement and are not grievable.
- 16.1.1 Performance Appraisal applies to all members of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.
- 16.2 When the Principal, Vice-principal or Superintendent keeps a copy of a performance review for specific follow-up purposes as per the practice, the teacher will be notified in writing that the copy has been retained and the purposes for which it is being retained. This copy will be returned to the teacher when the follow-up activities are completed.
- 16.3 When the Board initiates documentation for competence of a teacher, that teacher will be notified in writing immediately. No review for competence will continue for more than two calendar years, excluding any leaves, from the date of commencement of the documentation process. A teacher found to be competent at the end of this process shall have the teacher's personnel file purged of the documentation materials five calendar years after the documentation is signed off, if no subsequent documentation is initiated by the Board.
- 16.4 A teacher, or designate, shall have access during normal business hours to all of the teacher's data maintained on file by the Board or any agent of the Board. The teacher, or designate, shall have the right to make copies of any material contained in such files.

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

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

16.7 Procedures

The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisal.

16.7.1 The Superintendent of Human Resources will provide each Area Superintendent and each Principal with a list of probationary teachers which indicates the date upon which each teacher is eligible for a permanent contract with the Lakehead District School Board by September 15 and updated by February 15.

16.7.2 Area Superintendents will submit their recommendations for permanent contracts to the Superintendent of Human Resources as follows:

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

- 16.7.3 The school Principal is responsible for the ongoing supervision and evaluation of all teaching staff and shall ensure the completion of performance reviews as follows:
- 16.7.3.1 New Staff
- 16.7.3.1.1 A minimum of two performance reviews in the first 12 month period after the teacher begins teaching. These reviews will be conducted by the Principal or the Vice-Principal. A copy of reviews will go to the respective teacher, a file in the school office, and a copy submitted to the area superintendent for placement on file at the Education Centre.
- 16.7.3.1.2 If the Principal writes an unsatisfactory evaluation (appraisal) or a development needed evaluation (appraisal) of a teacher, the teacher and the Bargaining Unit President will be so informed. The teacher shall be informed, in writing, of what needs to be improved and a recommendation of what steps and actions the teacher should take to improve his or her performance.
- 16.7.3.2 Permanent Staff
- 16.7.3.2.1 A teacher on permanent contract will normally receive one performance appraisal in the year of evaluation, once every five years. These appraisals will be conducted by a qualified principal or qualified vice-principal.
- 16.7.3.2.2 Experienced teachers who are new employees of the board shall normally receive one performance appraisal during their first year of employment with the board. Once they receive a rating of satisfactory for the appraisal, they will be placed on a five year cycle for performance appraisals.
- 16.7.3.2.3 Exceptions to the frequency of formal performance reviews as specified in 16.7.3.2.1. may be made through the Area Superintendent after informing the TBU president.

- 16.7.3.2.4** Copies of performance reviews for staff members on permanent contracts are kept on file in the school and at the Education Centre.
- 16.7.3.2.5** Although the Principal of the school is responsible and accountable for the supervision and evaluation of staff, it is expected that vice-principals and chairs be involved in the performance appraisal process as well. The role of Chairs shall be limited to that of providing assistance to the department member.
- 16.7.3.2.6** If the Principal writes an unsatisfactory evaluation (review) of a teacher, the teacher will be so informed, and shall be informed of what needs to be improved and told what he/she shall do to improve. The teacher has the option to bring OSSTF representation to any meeting regarding an unsatisfactory evaluation.
- 16.7.3.2.7** The Principal shall inform the teacher and the Bargaining Unit President, in writing with a copy to the Area Superintendent that the process of "On Review" has been initiated
- 16.7.3.2.8** Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF has the right to grieve up to the last day of the school year in which an unsatisfactory performance appraisal occurred.
- 16.8** Disposition of Performance Reviews
- 16.8.1** The teacher receives every performance review.
- 16.8.2** A copy of the performance review shall be kept on file in the school and on file in the Education Centre.
- 16.8.3** When a teacher transfers to another school within the system, the Principal with the file will forward the school's copy of the performance review to the Principal of the receiving school.

- 16.9 Documentation for Competence
- 16.9.1 Documentation for competence is defined as the process to be followed when the Principal has given the teacher an unsatisfactory performance review, and followed it up with another unsatisfactory evaluation within sixty (60) school days.
- 16.9.2 Procedures for Documentation
- 16.9.2.1 The Principal shall inform the teacher, in writing, that he/she has received a second unsatisfactory evaluation and that the process of 'On Review' has begun.
- 16.9.2.2 The Principal shall identify, in writing, the specific areas requiring improvement and make recommendations to the teacher which may help the teacher to overcome the difficulties. The Principal shall keep this original document on file and provide the teacher and the Area Superintendent with a copy.
- 16.9.2.3 The Principal shall develop, in writing, and in consultation with the teacher, a planned program for improvement which includes the following items:
- 16.9.2.3.1 Time lines for future classroom visits by the Principal;
- 16.9.2.3.2 Where appropriate, assistance by the Chair, the Vice-Principal, other support persons, and/or visitations to other classrooms;
- 16.9.2.3.3 A specified interval for improvement and notice that a further assessment will be made after the identified interval;
- 16.9.2.3.4 State clearly, that should improvements not be evident at the end of the specific interval (120 school days), that a recommendation for termination of contract will be made to the Board.

16.9.2.4 Records, in writing, will be maintained by the Principal of all recommendations, plans, visitations, etc., with the originals being kept on file and copies provided for the teacher and the Area Superintendent. The teacher will acknowledge receipt of all such correspondence by signing and dating the original copy.

16.9.2.5 if, after the specified interval for improvement, the teacher's performance is still unsatisfactory, the Principal shall make a recommendation to the Board through the Area Superintendent for termination of contract.

16.9.2.6 Should the Board terminate the contract of the teacher, it is the responsibility of the Board to provide, where applicable, the reasons for termination.

16.9.2.7 Normally a teacher on review would not be allowed to transfer or self-declare. When a teacher on documentation transfers to another school because of being declared surplus, the present Principal shall write a summary report with recommendations which shall be forwarded through the Area Superintendent to the new Principal.

16.10 Appeals Process

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

16.11 Discipline

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

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

16.12 Termination of Employment

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

16.13 PERFORMANCE REVIEW PROCESS FOR CHAIRS

16.13.1 Rationale

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

16.14 Procedure

16.14.1 The Principal is responsible for the performance review of Chairs.

16.14.2 Although the Principal is accountable for supervision of staff, these duties may also be delegated to the Vice-principal.

16.14.3 The Role Description- Chairs will be used as a guideline to develop priorities.

16.14.4 Priorities will be established early in the school year and will be written.

16.14.5 The priorities will be arrived at through a cooperative consultative process with the Principal. A Chair will solicit input from the organizational unit staff.

- 16.14.6 Prior to the end of the school year, the Principal and a Chair will meet to review the priorities for the past year. The Principal will initiate the meeting.
- 16.14.7 The Principal and each Chair will cooperatively develop a written performance review at least once every three years.
- 16.14.8 The format for the performance review will be developed by the persons involved in the process to fit the needs of the people, the individual school and the organizational unit.
- 16.14.9 The Chair receives every performance review written by the Principal.
- 16.14.10 If the Principal has made specific recommendations for improvement, the Principal may wish to keep a copy of a performance review in order to facilitate the necessary follow-up activities. If this is the case, the Principal will inform the Chair that a copy is being kept for future reference.
- 16.14.11 If the Principal is not satisfied with the performance of the Chair and intends to proceed with documentation for competence, the Chair will be so informed, in writing, with a copy to the appropriate superintendent.
- 16.15 Disposition of Performance Review
- 16.15.1 No copy of the performance review for a Chair is made or kept on file in the school or at the Education Centre unless a Chair is involved in one of the situations described in 16.14.10 or 16.14.11 above.
- 16.15.2 When the follow-up activities referred to in 16.14.11 have been satisfactorily concluded and a Chair has responded to the recommendations for improvement, all copies of performance reviews which had been retained by the Principal will be returned to the Chair.

16.15.3 Should a Chair, involved in one of the situations described in 16.14.10 or 16.14.11 above, transfer to another school within the system, the Principal will forward all copies of performance reviews on file to the appropriate superintendent. The superintendent will be responsible for delivering the file to the new Principal and informing another superintendent if the transfer involves a new area. Likewise, should the Principal of the school leave for any reason, all documentation will be forwarded to the appropriate superintendent.

ARTICLE 17 - COMMITTEES (Secondary Only)

17.1 Any member of the TBU who is asked *to* serve on any Teacher-Board Committee and who accepts must have the approval of the TBU President before standing as a member of any committee. Such approval shall be given within five school days.

17.2 If meetings of any Teacher-Board Committee (other than the negotiation committee) are called by the Board during the school day, the Principal will make reasonable attempts to arrange for the calling of supply teachers to cover the classes of teachers involved at no cost to the Federation.

17.3.1 To facilitate a fruitful exchange of ideas between the Board and the secondary school teachers, an Education Committee shall be maintained.

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

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

This Joint Committee shall concern itself with the following:

17.3.1.1 Conditions of work for quality teaching, e.g.

- Maximum number of students per classroom;
- Teacher's assistants;
- The number of non-teaching periods per week;
- Adequate secretarial assistance;
- Pupil/Teacher ratio;
- Offices and storage space;
- Improved communications with the Board Office, etc.

- 17.3.1.2 Consultations with teachers with regard to new school buildings, extensions to existing buildings, and renovations to them.
- 17.3.1.3 In-service Teacher Training.
- 17.3.1.4 Implementations of new teaching techniques.
- 17.3.1.5 Any other matter of any other nature designed to improve the teaching-learning situation in the Secondary School system.
- 17.4.1 The Teacher-Board Education Committee shall appoint a sub-committee on staff allocation by September 30, and maintain such a sub-committee from year to year to manage the staffing requirements of the secondary system and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE Guidance and Library teachers to each secondary school.
- 17.4.2 The sub-committee shall be comprised of equal representation from the Board and the Bargaining Unit.
- 17.4.3 The sub-committee shall:
 - 17.4.3.1 Review, as soon as feasible after the release of Ministry school board funding but no later than April 30th, the total complement of secondary system teaching personnel needed for the following year in accordance with Article 10.2;
 - 17.4.3.2 Calculate the "minimum eligible course obligations" for the secondary system's classroom teachers in accordance with Section 170.2(2.1) of the Education Act and applicable Regulations, and allocate to each school its share of the "minimum eligible course obligations" for all of its secondary classroom teachers.
 - 17.4.3.3 Review the number of FTE staff, from those allocated to the school in accordance with Article 17.4.3.2 above, to be allocated to non-credit programmes in Special Education;

- 17.4.3.4 Review the number of FTE teachers to be assigned in each of Guidance and Library and shall allocate to each school its share of the system FTE in each of these areas;
- 17.4.3.5 Have the right to review the application of surplus and redundancy procedures and ensure that procedures are properly followed;
- 17.4.3.6 Publish and distribute its calculations to all In-School Staffing Committees and shall meet with one or all of them, if required, to review each school's share of the system's secondary staff.
- 17.4.4 In-School Staffing Committee
- 17.4.4.1 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- 17.4.4.2 An In-School Staffing Committee shall be comprised of the following:
- the OSSTF Branch President or designate from the Branch Executive
 - the Branch Collective Bargaining Representative or designate from the Branch Executive
 - the Principal; and
 - a Vice-principal
- 17.4.4.3 The Committee will act as an advisory body to review the staffing of the school upon being allocated staff by the superintendent responsible for staffing secondary schools.
- 17.4.4.4 The Committee shall review the allocation to the school of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education classroom teachers, as well as the allocations to Guidance, Library and Special Education Support teachers for the school year and will provide feedback to the Teacher-Board Education sub-committee on the matter.

- 17.4.4.5 The Committee will provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher.
- 17.4.4.6 The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- 17.4.4.7 The Committee will meet regularly and report to the Teaching Staff a minimum of once per semester.
- 17.4.4.8 Nothing in this Article precludes the Principal from seeking input from Chairs, individually or as a group of Chairs, on staffing needs in the school.
- 17.4.5 System Joint Staffing (SJS) Committee
 - 17.4.5.1 The SJS Committee will be comprised of the appropriate superintendent responsible for secondary staffing and up to two members from the Board and the Teachers' Bargaining Unit President, Chief Negotiator (or Grievance Officer), and up to one other member from the bargaining unit.
 - 17.4.5.2 The SJS Committee shall perform the following duties:
 - 17.4.5.2.1 Review, monitor and make recommendations regarding working conditions of teachers including alternative professional assignments.
 - 17.4.5.2.2 Establish a system for tracking and reporting the monthly utilization of alternative professional assignments.
 - 17.4.5.2.3 As part of its advisory process, the SJS Committee will make recommendations to support student success while complying with the collective agreement.

Article 18 to 27 apply to Continuing Education Teachers Only

ARTICLE 18 - SENIORITY, PROBATION, LAYOFF, RECALL AND TERMINATION

18.1 SENIORITY

18.1.1 Continuing Education Teachers shall accrue seniority from the date of hire into a permanent position or after 24 continuous calendar months (including summer, Christmas and March break inactive periods) in an occasional position. After 24 consecutive months in an occasional position, the Continuing Education Teacher shall be considered permanent and his/her seniority shall be backdated to the date of the original appointment. A long term Occasional Continuing Education Teacher who obtains a permanent position while in an occasional position with no break in service with the Board, shall have their seniority back dated to the start of the LTO assignment.

18.1.2 Seniority provisions for Continuing Education Teachers shall be distinct from seniority provisions for secondary school teachers employed by the Lakehead District School Board under the Teachers' Bargaining Unit, District 6A, and such seniority shall not be impacted by the amalgamation of the Continuing Education Teachers Bargaining Unit and the Teachers' Bargaining Unit, District 6A.

18.1.3 Seniority rights shall be determined by continuous employment with Lakehead District School Board in this bargaining unit as per 18.1.1.

18.1.4 Should two or more Continuing Education Teachers of this bargaining unit experience the same date of hire into a permanent position within the Bargaining Unit, the tie shall be broken in the following priority order:

- aggregate experience within the Bargaining Unit (i.e. the member with the most bargaining unit experience calculated using only permanent, LTO or term position experience shall be considered most senior)
- prior related experience as recognized under article 22.1.4
- by lot

The Bargaining Unit President or designate shall be present when a tie is broken by lot.

18.1.5 The Board shall post the seniority list by October 31st of each year at each worksite. Should the list reflect a change in information from the previous year, the Continuing Education Teacher shall have thirty (30) days to appeal. Any appeals shall be made in writing to the Board with a copy to the Bargaining Unit President or designate. The Board shall review any appeals with the President of the Bargaining Unit or designate. A revised seniority list, if needed, shall be made available within thirty (30) working days of an appeal.

18.2 Probationary and Trial Period

18.2.1 The probationary period shall be sixty (60) working days commencing with the first date of placement into a permanent position within the Bargaining Unit. The above probationary period may be extended with the mutual consent of the Bargaining Unit and the Board. A Long Term Occasional Continuing Education Teacher who obtains permanent status shall commence his/her probationary period effective the first date employed in a permanent position. The employee shall receive written notification from the Board upon the completion of the employee's probationary period.

- 18.2.2** For each new placement for which the Continuing Education Teacher has no experience in this position, a thirty (30) working day trial period may be exercised by the employer upon written notification to the Continuing Education Teacher. An extension of a further thirty (30) working day trial period may be exercised by the employer upon written notification to the Continuing Education Teacher. Failure of the trial period(s) shall result in the member being declared surplus to the position and the surplus procedure in **18.3** shall be implemented.
- 18.2.3** For the Continuing Education Teacher transferred from one position to another in the bargaining unit, the Board shall provide appropriate training if the employer deems it necessary.
- 18.3** Layoff/Surplus Procedure
- 18.3.1** Seniority will be maintained and accumulated during any layoff period as defined in **18.4.1**.
- 18.3.2** Surplus applies only to permanent Continuing Education Teachers whose position has been eliminated or reduced.
- 18.3.3** A Continuing Education Teacher declared surplus will be given the opportunity to displace a Continuing Education Teacher who has lesser bargaining unit seniority and who is the least senior employee provided that the Continuing Education Teacher has the ability and qualifications to perform the duties without training other than orientation.
- 18.3.4** A Continuing Education Teacher declared surplus and who cannot displace a less senior Continuing Education Teacher, or the least senior Continuing Education Teacher(s) who has no available position, shall be laid off and placed on recall.

- 18.4 Recall
- 18.4.1 Recall rights to a permanent position will be in effect for thirty (30) calendar months from the effective date of layoff from a permanent job position.
- 18.4.2 In most situations, each Continuing Education Teacher shall have the right of refusal to two recalls to a permanent job vacancy during the period of layoff as defined in 18.4.1. It is understood however, that should no senior Continuing Education Teacher accept an offer of recall under these two options that the least senior Continuing Education Teacher must accept the position or shall have deemed to resign. In accordance with 18.4.5 and on the third offer of recall, a Continuing Education Teacher must accept or shall have deemed to have resigned in which case the Board shall fill the position externally.
- 18.4.3 After the layoff period as defined in 18.4.1 or after a member's recall rights have been exhausted under 18.4.2 the Board shall have no responsibilities to the individual who is in a layoff position.
- 18.4.4 Employees on recall shall be placed into available positions in order of seniority provided the employee has the ability and qualifications to perform the duties without training other than orientation.
- 18.4.5 Should a permanent vacancy occur, the Board shall offer the position to the most senior qualified employee on the recall list by telephone.
- 18.4.6 It shall be deemed the Continuing Education Teacher's responsibility to keep a current address, telephone number and educational upgrades on file with Human Resources of Lakehead District School Board.

- 18.4.7** Continuing Education Teachers on layoff shall be offered all occasional work available provided that the Continuing Education Teacher has the ability and qualifications to perform the duties without training other than orientation, prior to such work being offered to other Board employees or externally. Pay for such work shall be based at the occasional rate and not at the Continuing Education Teachers' current grid step.
- 18.5** Retention, Loss
- 18.5.1** Termination of employment by the Continuing Education Teacher will terminate seniority within this Bargaining Unit with Lakehead District School Board.
- 18.5.2** Should a Continuing Education Teacher refuse a third assignment, in accordance with clause 18.4.2 their employment will be terminated and they shall lose all seniority.
- 18.5.3** It is the Continuing Education Teachers' obligation to keep Human Resources informed of a current address, telephone number and educational upgrades. Failure to do so may result in bypass of recall rights.
- 18.6** Termination
- 18.6.1** A Continuing Education Teacher may terminate employment with the Board at any time with two weeks written notice. Termination of employment with less than two weeks written notice shall require the mutual consent of the Board.
- 18.6.2** Should the board elect to discontinue its Adult Education Program or part thereof, then each continuing education teacher terminated, consistent with the seniority provisions of this collective agreement, shall receive notice or pay-in-lieu of notices per the Employment Standards Act.

- 18.6.3 Should the Lakehead Adult Education Centre and or the programs associated with its operation cease, the following enhanced severance package shall be extended to all continuing education teachers that are actively on staff and who are negatively impacted through job loss. Continuing education teachers actively on staff shall receive severance payments in accordance with the Employment Standards Act of Ontario., In calculating the pay associated with this severance payment the multiple used shall be one and one half (1½) weeks for each year of service.

ARTICLE 19 • STAFFING

19.1 Staffing—General

- 19.1.1 All staffing will be based on qualifications, experience and availability of positions, except in cases of layoff where the provisions of Article 18.3 apply. Qualifications will continue to be those used on current job postings for all Continuing Education Teachers' positions, including requiring an O.T.C. as a minimum level. The employer will not alter the qualifications required to perform existing jobs of the Bargaining Unit without prior consultation with the Federation.
- 19.1.2 It is understood that the school year and "normal" positions run from September to June (with an inactive July-August period). Other positions may have different start dates, end dates and duration according to specific program funding.
- 19.1.3 Staffing assignments for September will be discussed with the Bargaining Unit President prior to the tentative assignment notification to be made prior to June 1st. Any changes will be conveyed in writing (which may include an email) to the Continuing Education Teachers and the Bargaining Unit President.
- 19.1.4 In the event that staff reorganization is required the Board agrees to consult with the Bargaining Unit President prior to such.

- 19.1.5 Continuing Education Teachers will not be replaced, laid off, nor shall the employer refuse to call in or recall an employee owing to the use of any of the following: volunteers, co-op students, Faculty of Education students, replacement workers or persons on government funded programs.
- 19.2 Permanent Vacancies
- 19.2.1 Subject to Article 18, Layoff and Recall, when a permanent position becomes vacant or a new position is created, the Board shall post the vacancy for five (5) working days at all Continuing Education worksites. Term Positions that are less than half-time do not require posting, if they can be filled internally.
- 19.2.2 Vacancies that occur during the months of July and August shall be posted at the beginning of the work year in accordance with clause 19.2.1.
- 19.2.3 Members of the Bargaining Unit who have applied for the vacancy shall be given first consideration for vacancies that have been posted. In filling vacancies under this article, the Board shall base its decision according to Article 19.1.1. This clause shall not prevent the Board from advertising externally, in conjunction with the internal posting.
- 19.2.4 The Board reserves the right to advertise externally any vacancies occurring during the months of July and August to expedite the filling of a position vacancy, after the internal posting period.
- 19.2.5 Where a qualified internal candidate has applied for the vacancy under 19.2.2 the employee shall have the right to placement in the vacancy subject to seniority.

- 19.3 Occasional Vacancies
- 19.3.1 Occasional vacancies are created by the absence of permanent Continuing Education Teacher due to reasons of illness, leaves of absence, or a term appointment to a position, with specific program funding and duration.
- 19.3.2 Following any staffing re-organization required by the principal or designate, Long-Term Occasional vacancies (known to be three (3) months or more) shall be posted for five (5) working days at all Continuing Education Worksites.
- 19.3.3 Short-Term vacancies (less than three (3) months) shall not require posting.
- 19.3.4 The Board is required to post the initial Occasional Vacancy only, but not any subsequent vacancies resulting there from.
- 19.3.5 Whenever an occasional position or term position (to which a permanent Continuing Education Teacher has applied) ends for a permanent Continuing Education Teacher the following criteria shall apply:
- The incumbent has first right of refusal to a renewal or extension of the position.
 - The incumbent is eligible to apply for other positions according to this Article.
 - The incumbent may return to the former position providing the person occupying the position has less seniority.
 - in the event there is no other vacant position for the incumbent to return to, the incumbent may choose to bump a less senior Continuing Education Teacher, subject to criteria set out in article 18.3.3.

19.4 Summer Program

19.4.1 Should the Board decide to offer summer sessions, Continuing Education Teachers of the Bargaining Unit shall be given the opportunity to provide continued program instruction, to registered students of the Continuing Education program, during the months of July and August. The Board shall post available opportunities by May 1st at all Continuing Education Worksites for five (5) working days. The Board shall offer the work, in the following sequence, to

- Continuing Education Teachers of the Bargaining Unit in order of seniority, who were employed in the immediately preceding summer program, subject to the Continuing Education teacher having the ability and qualifications to perform the duties without training other than orientation.
- Other Continuing Education Teachers of the Bargaining Unit, in order of seniority, provided the Continuing Education Teacher has the ability and qualifications to perform the duties without training other than orientation.
- External posting if needed.

19.4.2 The Board shall provide the following compensation to Continuing Education Teachers employed in the summer program:

- Pay the Continuing Education Teacher the Continuing Education Teacher's appropriate grid step hourly rate as per article 22.1.1.
- Pro-rate full-time marking calculations based upon summer hours of work compared to regular program hours of work.

- Pay a minimum of two hours per week to members who are hired on a fees-for-services basis in addition to the amount earned under the marking calculations formula.
- Continuing Education Teachers employed in the summer program will be allowed to carry over and use their unused emergency sick leave days during this period.

ARTICLE 20 - EXTERNAL VACANCIES

- 20.1 A continuing education teacher who is currently on the Secondary Teachers' pool hiring list shall be given an interview when the pool is renewed, provided they submit a completed application package within the timelines.
- 20.2 A continuing education teacher shall be considered for an interview for the Secondary Teachers' Pool Hiring List when the pool is renewed, provided they have submitted a completed application package.

ARTICLE 21 - BENEFITS

All Continuing Education Teachers employed in permanent or term positions, and continuing education teachers employed in long term occasional positions for longer than twelve consecutive months shall be entitled to the following benefit provisions [Continuing Education supply teachers employed for fewer than twelve months shall be paid vacation pay and statutory holidays in accordance with the Employment Standards Act]

- 21.1 Short Term Disability Plan
- Beginning September 1, 1999, a short-term disability plan providing benefits at 70% of salary from the first day of accident or hospitalization and from the third day of illness for a period of twenty-six (26) weeks after which time, the Board's Long Term Disability Plan will take effect. The Board will pay the cost of this short-term disability plan. Note: The non-accumulating emergency sick days will be used for the first two days of illness and to top-up from

70% to 100% unless the Teacher notifies the Absence Clerk in writing otherwise.

- Each Teacher will receive eight (8) non accumulating sick days at 100% pay level (January 1 of each year) to be used during the waiting period for illness as described in 21.1

$$\frac{\# \text{ of Emergency Sick Days}}{\# \text{ of Months remaining in teaching year}} = \left(\frac{\# \text{ of Months remaining in teaching year}}{10} \right) \times \left(\frac{\text{Entitlement as per preceding sentence}}{\# \text{ of Months remaining in teaching year}} \right)$$

Where the number of months remaining is calculated by including the month of hire, if hired prior to the 16th of that month. (For 1999, employees working September to December are granted three (3) days.)

Pre-September 1999 hires who have days remaining in their sick leave bank (maximum 20 days) may carry these days as a top-up reserve for purposes of augmenting the 70% pay to 100%.

In consideration of the provision of the Board's benefit package, the Union, on behalf of the employees, releases the Board from any obligation it might have hereafter to pay employees an employment insurance commission rebate shall be used by the Board to defray costs associated with the benefit package.

21.2 Life Insurance

21.2.1 All Continuing Education Teachers shall participate in the life insurance plan.

21.2.2 Coverage equal to two times current annual salary.

21.2.3 The Board will contribute 100% of the premiums for group insurance coverage up to 2 times the employee's annual salary.

21.3 Ontario Teacher's Certificate Recognition

A recognition allowance in addition to grid salary of \$515 (2008/09), \$530 (2009/10), \$546 (2010/11), and \$563 (2011/12) per year will be paid to Continuing Education Teachers holding an Ontario Teacher's Certificate. The \$500 will be prorated for Teachers working less than 25 hours per week and/or less than a normal school year. The allowance shall be paid in two equal installments, one in the last pay prior to Christmas and one in the last pay prior to the summer layoff. For Teachers in Term Positions, the prorated allowances shall be paid in one lump sum at the end of each term.

21.4 Statutory Holidays

A Continuing Education Teacher will receive holiday pay equivalent to their daily rate of pay for each of the following statutory holidays, provided the Continuing Education Teacher works on the work day immediately preceding and on the work day immediately following the holiday:

New Years' Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving
Victoria Day	Christmas
Canada Day	Boxing Day
Family Day	

21.4.1 Federation Floating Holidays

Effective August 31, 2008, Continuing Education Teachers shall be entitled to two floating holidays to be scheduled by the Board during the Christmas break. Such floating holidays shall be in lieu of Heritage Day and Remembrance Day.

21.5 Vacation Pay

21.5.1 Every member shall be entitled to vacation pay of salary/wages earned, in accordance with the vacation pay chart in 21.5.3 below.

21.5.2 Vacation earnings will be paid out on each pay through direct deposit.

21.5.3 Vacation Pay Chart

Years of service*	Percentage of Pay
0 - 1	4
2 - 8	6
9 - 15	8
16 - 24	10
25 and over	12

* Based on full year (10 - 12 months) of service (anniversary date)

21.6 Mileage

21.6.1 Mileage shall be paid according to existing Board policy. (See "Allowance for Use of Personal Vehicles Procedures 3070").

ARTICLE 22 - SALARIES AND ALLOWANCES

22.1 Continuing Education Teachers

	Sept 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
Occasional	\$22.03	\$22.69	\$23.37	\$24.07
Step 1	24.02	24.74	25.48	26.24
Step 2	26.02	26.80	27.60	28.80
Step 3	28.03	28.87	29.74	30.63
Step 4	30.00	30.90	31.83	32.78
Step 5	32.01	32.97	33.96	34.98
Step 6	34.17	35.20	36.26	37.35
Step 7	36.03	37.11	38.22	39.37
Step 8	38.07	39.21	40.38	41.59

22.1.1 Designated markers will be paid according to Article 22.1.

- A full time marking assignment is 103 papers per week.
- Examination papers shall be counted towards the quota.
- A Committee of markers and the Manager will meet as requested by either party to monitor and make internal adjustments as mutually agreed to re:
 - total volume of papers
 - ebb and flow of papers
 - other related matters.
- Extra papers in excess of 103 papers per week for designated markers and other Continuing Education Teachers will be paid out at the rate of \$5.60/paper, for designated markers after December totals, and for other Continuing Education Teachers, according to time sheets. All extra marking subsequent to December to be paid on timesheets bi-weekly, subject to ebb and flow.
- The Board will make adjustments to designated marking staff as required, after consultation with the Federation

Example Marking Calculations

M/		
FULL TIME MARKER 103 PAPERS	HALF TIME MARKER 56 PAPERS (15 Hrs.)	HALFTIME MARKER 47 PAPERS (12.5 Hrs.)
# of papers to be marked full time per day	# of papers to be marked full time per day (15 hrs.)	# of papers to be marked full time per day (12.5 hrs.)
5 days = 103	5 days = 56	5 days = 47
4 days = 82	4 days = 45	4 days = 38
3 days = 62	3 days = 34	3 days = 28
2 days = 41	2 days = 22	2 days = 19
1 day = 21	1 day = 11	1 day = 9

- 22.1.2 Continuing Education Teachers shall begin at Step One and shall move to the next step every September of employment.
- 22.1.3 Each full year of teaching in an educational institute, deemed acceptable by the Board, will be recognized as a full year's experience for the purpose of placement on the salary grid. It shall be the sole responsibility of the teacher to provide satisfactory proof to the Board, in writing.
- 22.1.4 Paid Staff Meeting
- Continuing Education Teachers shall receive one paid hour per month for staff meeting purposes.
- 22.1.5 The occasional staff replacing a Continuing Education Teacher on leave shall be paid at the occasional hourly rate on the grid. On the twelfth (12th) consecutive day worked, the occasional staff who is replacing the Continuing Education Teacher on leave shall be paid at grid step 1 retroactive back to the start of the assignment.
- 22.1.6 Teacher-In-Charge
- A member of the Bargaining Unit may be assigned by the Board to be a Teacher-in-Charge for absences of 1 day or greater. The Teacher-in-Charge shall be paid a premium of \$30 per day in addition to his/her normal rate of pay plus his/her hourly rate for any additional time assigned over and above the member's normal working hours.
- 22.1.7 All full time teachers shall be employed a minimum of twenty-seven and a half (27.50) hours per week. Effective September 1, 2009, all full time teachers shall be employed a minimum of twenty-eight and a quarter (28.25) hours per week, including a minimum of 45 minutes per week of unassigned time.
- Designated full-time markers shall allocate their hours of work as follows:

- Time in the classroom—45%
- Time out of the classroom for marking—55%

22.2 Course Development Remuneration

22.2.1 When course development is required by the principal or designate, qualified Continuing Education Teachers will be offered the work on a fee for service basis. Such offers will be equitably distributed amongst qualified Continuing Education Teachers. Course development work will be offered to persons outside the bargaining unit only if qualified Continuing Education Teachers are either unavailable or unwilling to accept it.

22.2.2 "Fee for service" means a predetermined amount of compensation for a predefined service.

ARTICLE 23 - PROFESSIONAL ACTIVITY

23.1 The Board shall provide information to the Bargaining Unit President about Board sponsored workshops, courses, and curriculum meetings. Continuing Education Teachers may participate on a voluntary basis subject to availability of space.

ARTICLE 24 - PAYDATES

24.1 Salary shall be paid according to the schedule published annually by payroll. Timesheets must be received by the payroll department as set out in this schedule.

ARTICLE 25 - PERFORMANCE APPRAISAL

25.1 In the event that employee evaluations are carried out, such evaluation shall be placed in the employee's personnel file at the Education Centre. A copy of such evaluation shall be provided to the employee.

ARTICLE 26 - RELATIONS COMMITTEE

- 26.1 The Labour Management Committee shall be composed of two (2) members representing the Administration and two (2) members representing the Bargaining Unit.**

- 26.2 Meetings shall be held at the request of either Party.**

- 26.3 The Committee shall discuss conditions of employment and any other matter that is a concern to the instructors or to the Board.**

APPENDIX A - BENEFITS SUMMARY

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

Extended Health

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

Hospital Insurance:

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

Medical Supplement:

- 1 **\$10 deductible/single; \$20 deductible/family per year**
- 2 Covers:
 - 2.1 Prescription drugs that are available only by prescription are covered
 - 2.2 Doctors charges, other hospital services excluding room charges and other medical services outside of Canada are included (see detailed information)
 - 2.3 Private nursing care (not in hospital)
 - 2.4 Professional services, licensed masseurs, chiropractors, osteopaths, naturopaths, podiatrists, speech therapists, psychologists with some limitations (see your benefit booklet)
 - 2.5 Dentists for accidental damage to teeth
 - 2.6 Rented medical equipment
 - 2.7 Licensed ambulance service
 - 2.8 Physiotherapists to a maximum
 - \$1500/person/annum
 - 2.9 Laboratory services
 - 2.10 Radiotherapy
 - 2.11 Private room (difference between semi-private and private room)
 - 2.12 Hearing

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

Dental Benefits

- 1 General Benefits - 100% Payment of:
 - 1.1 Oral Examination
 - 1.1.1 One complete every 24 months
 - 1.1.2 Recall twice a calendar year with a 5 month interval for dependents less than 19 years of age and recall every 9 months for members and dependents 19 years of age and over.
 - 1.1.3 Emergency or specific examinations
 - 1.1.4 Radiographs and radiographic interpretations once every 24 months.
 - 1.1.5 Bite wing radiograph two per year with a 5 month interval. Effective January 1, 2001, recall every 9 months for members and dependents 19 years of age and over
 - 1.1.6 Radiograph to diagnose a symptom oral exam a particular course of treatment
 - 1.1.7 Oral hygiene instruction. Once every 5 months for dependents under 19 up to a maximum of 2 sessions per benefit year and once every 9 months for persons age 19 and over
 - 1.2 Required consultation with another dentist
 - 1.3 Prophylaxes and topical examinations - two a year with a five month interval. Effective January 1, 2001, recall every 9 months for members and dependents 19 years of age and over
 - 1.4 Emergency or palliative services
 - 1.5 Diagnostic testing and laboratory examinations
 - 1.6 Removal of impacted teeth and related anesthesia
 - 1.7 Provision of spacers for missing primary teeth
- 2 Restorative and Surgical Procedures - 100% Payment of
 - 2.1 Fillings
 - 2.2 Removal of teeth
 - 2.3 Preformed stainless steel crowns and repairs to preformed stainless steel crowns
 - 2.4 Endodontics
 - 2.4.1 Root canal therapy and fillings
 - 2.4.2 Treatment of disease of the pulp tissue

- 2.5 Periodontics: treatment of the disease of gums and other supporting tissues to the teeth
- 2.6 Repairs to bridges and dentures
- 2.7 Rebase or reline or minor adjustment of an existing partial or complete denture

- 3 Coverage for the following items will be subject to 75% of the cost, with annual maximum of \$1,000:
 - 3.1 Inlays and onlays
 - 3.2 Crowns and repairs to crowns, other than repairs to preformed crowns
 - 3.3 Construction and insertion of bridges
 - 3.4 Replacement - once every five years to replace equivalent bridge (see detailed information)

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

Long Term Disability

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

Group life

- 1** Basic Group Life
 - 1.1** Payable by the Board:
 - 1.1.1** Two times Cat IV Maximum or two times annual salary, whichever is greater.

- 2** Optional Group Life - payable by employee
 - 2.1** Self:
 - 2.1.1** steps of \$10,000 up to a maximum of \$500,000.
 - 2.1.2** election to join the optional plan when initially employed or at a later date subject to medical certification.
 - 2.1.3** available to permanent employees at least half-time or more.
 - 2.1.4** rates are unisex, with age bands and smoker/non-smoker designations.
 - 2.2** Spouse:
 - 2.2.1** steps of \$10,00 up to maximum of \$200,000.
 - 2.3** Children:
 - 2.3.1** \$10,000 per child up to age 21 or age 25 if attending college or university full time. (One rate covers all children in family regardless of number).

- 3** During L.T.D. Disability:
 - 3.1** No cost in premium.

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

Vision Care

- 1** Beginning on the dates specified, unlimited claims up to a maximum of
 - September 1, 2007 \$350 per person every 24 months
 - September 1, 2009 \$450 per person every 24 months

- 2 Dependents under 18 may claim \$250 every 12 months.
 - September 1, 2009 - dependents under 19 may claim \$450 every 12 months
- 3 Vision Care Plan will be part of the Extended Health Care Plan as of January 1, 2006 with 100% of premium Board paid.
- 4 Effective September 1, 2005, eligible expenses for adult vision care will now include the cost of laser procedures performed by a licensed Ophthalmologist. Also, vision care exams will be a part of the maximum reimbursement.

APPENDIX B - PREGNANCY/PARENTAL LEAVES AND BENEFITS

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

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

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

Supplemental Employment Benefits (SEB)

Employees who are eligible and who make application for Employment Insurance Maternity Benefits will receive pay equivalent to:

- 100% starting September 1, 2007

of the employee's regular salary for the two (2) week waiting period. Proof of receipt must be forwarded to the Human Resources.

Post Delivery (Maternity Leave)

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

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

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

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

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

Letter of Understanding
Between
Lakehead District School Board
And
Ontario Secondary Teachers' Federation

Group Benefits

The Board and the Union have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional annual enhancement of thirty-three (\$33) million (0.26%) increase in benchmarks effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this thirty-three (\$33) million enhancement.

The local Bargaining Unit's share of the Board's allocation under the thirty-three (\$33) million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 financial statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded. It is understood that the total amount used for benefit enhancements for members of the bargaining unit shall not exceed the Bargaining Unit's proportional share of the funding provided by the Ministry of Education.

In accordance with the terms of the Provincial Discussion Table (PDT) agreement for the 2008-2012 collective agreement, the Lakehead District School Board and OSSTF agree that the additional annual enhancement of benefits will be effective September 1, 2009 and shall first be applied as follows:

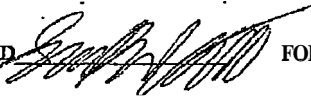
- Increase Vision Care to \$450 every 12 months for a person under 19 and 24 months for any other person
- Chiropractor - remove from grouping and set maximum at \$400 per year

- Massage Therapy– remove from grouping and set a maximum \$400 per year
- Hearing aid coverage increased from \$500 to \$3000 every five years
- Out of Country Insurance: Emergency only, coverage at 100%, 60 day limit, \$1,000,000 lifetime maximum, pooling at first dollar

The Board and the Union agree to meet commencing March 2010 regarding allocation of any remaining benefit enhancement funds. The Board agrees that an OSSTF provincial representative may attend such meeting. Subject to the availability of remaining enhancement funds, any available funds would be applied towards the following benefit enhancements:

- Increase vision care to \$500
- Increase physiotherapy coverage up to \$2,000
- Other improvements, if any, as determined.

FOR THE BOARD



FOR THE OSSTF



Letter of Understanding
Between
The Lakehead District School Board
And
OSSTF, District 6A

Re: Workplace Violence

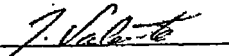
The Ministry has established a Joint Task Group to examine and report on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- A review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- A review of pertinent legislation
- The provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- The role of the Joint Health & Safety Committees

The Joint Task Force will develop a report which recommends effective policies and procedures to the parties no later than December 31, 2009.

The Board and OSSTF, District 6A Teacher Bargaining Unit shall establish a Joint Committee on Workplace Violence, consisting of up to three (3) representatives from each bargaining unit, no later than February 28, 2010. The Committee shall review the recommendations from the Joint Task Group and make recommendations to the appropriate Superintendent. It is understood that should other bargaining units request participation in the review of the Joint Task Group recommendations, the Board reserves the right to amalgamate such requests of involvement into a sole committee. In such case, the Teacher Bargaining Unit shall be entitled to a minimum of two (2) representatives.

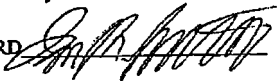
FOR THE OSSTF



DATE

JAN. 17, 2009

FOR THE BOARD



DATE

JAN. 17, 2009

Letter of Understanding
Between
The Lakehead District School Board
And
OSSTF, District 6A

Re: Article **12**: Seniority, Redundancy and Recall

During negotiations the **OSSTF** raised issues regarding the ability of secondary teachers to transfer to other schools.

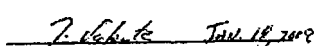
The hereto parties agree to form an hoc committed to review Article **12** for the purpose of reviewing the seniority, redundancy, recall and transfer process.

This committee shall be comprised of three individuals from each side and shall begin meeting prior to January **2010**. Any recommendations jointly agreed to by the committee shall be incorporated into the staffing process for the spring of **2010**.

Signed at Thunder Bay, ON on January **18, 2009-06-18**

For the Board

For OSSTF



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

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

The Board agrees:

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

During the benefits plan review, the bargaining unit agrees

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

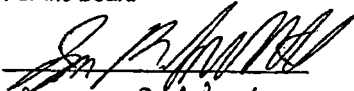
3. to inform and educate its members of the advantages and disadvantages of continuing with the current arrangement for benefits and of the advantages and disadvantages of assuming control and responsibility for benefits.

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

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

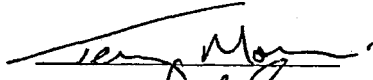
Dated at Thunder Bay, Ontario this 5TH day of JUNE, 2002.

For the Board



Dawn Zuhardo

For the OSSTF



R. Dabek

Letter of Understanding

between the

Lakehead ~~District~~ School Board

and the

OSSTF Education Act Bargaining Unit, Thunder Bay, District 6A

RE: Monitoring Timetables and Workload of Teachers Assigned to Multiple Work Sites

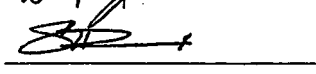
The System Joint Staffing Committee will review and monitor the timetables of teachers assigned to more than one work site (number of work sites per day/semester/school year to which a teacher is assigned and travel between work sites and lunch/break allowance and supervision duties).

Dated: May 29/05

For the Board





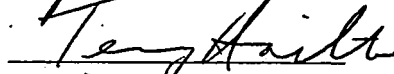






For the Federation

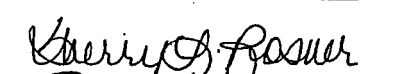


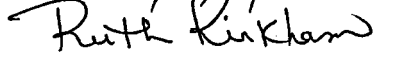












Letter of Understanding

between the

Lakehead District School Board

and the

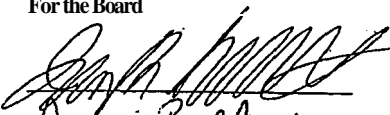
OSSTF Education Act Bargaining Unit, Thunder Bay, District 6A


RE: Teacher Performance Appraisals

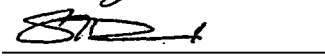
The Board agrees to consult with the Union prior to implementing changes to the current Teacher Performance Appraisal System

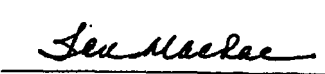
Dated: April 13, 2005

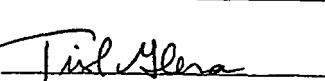
For the Board



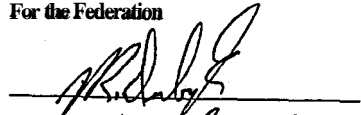


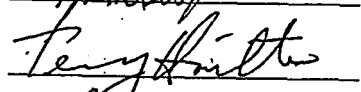





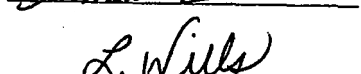


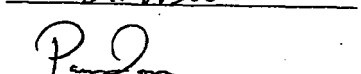
For the Federation

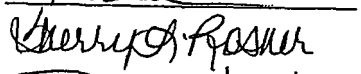















Letter of Understanding

Between
The Lakehead District School Board
And
O.S.S.T.F. District 6A on behalf of its
Continuing Education Teachers'

Re: Performance Appraisals

The Board agrees to consult with the Bargaining Unit prior to implementing any changes to the Performance Appraisal procedures.

It is understood that Bargaining Unit members shall not provide input regarding the performance on other O.S.S.T.F. members.

Letter of Understanding

Between
The Lakehead District School Board
And
O.S.S.T.F. District 6A on behalf of its
Continuing Education Teachers'

Re: **Hours** of Work

It is understood that members of the Continuing Education Bargaining Unit who hold multiple positions within the Board environment shall not work more than a maximum of forty-four (44) hours of work per week.

It is further understood that should the Employment Standards Act of Ontario change the maximum hours of work permitted, the hours reflected above shall be altered accordingly.

A member of the Continuing Education Teachers' Bargaining Unit will be eligible to be considered for additional employment elsewhere within the Lakehead District School Board Subject to:

- a. The total hours of employment with the Lakehead District School Board does not exceed 44 hours per week.
- b. The additional employment does not require the Manager of Continuing Education to reschedule timetable in order to accommodate the member.

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