

OFFICIAL AGREEMENT

SOURCE	School
EFF.	86 09 01
TERM.	89 08 31
No. OF EMPLOYEES	182
NOMBRE D'EMPLOYÉS	A.H.

between

THE NORTH SHORE DISTRICT ROMAN CATHOLIC SEPARATE SCHOOL BOARD  
(hereinafter called "the Board")

and

THE TEACHERS EMPLOYED BY THE BOARD  
(hereinafter called "the Teachers")

for

1986 - 1989

NOV 25 1987

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10/10/88  
10/10/88  
12/80/88  
68/1  
H.A.

ARTICLE I - RECOGNITION

- 1:01 (a) The Board recognizes the joint local negotiating Committee of the Teachers as the negotiating committee for all Teachers.
- 1:01 (b) The term "Teacher" in this agreement shall refer to members of A.E.F.O. and O E.C.T.A.
- 1:02 The terms of this agreement shall apply to all Teachers unless specifically stated otherwise.

ARTICLE II - DURATION AND RENEWAL

- 2:01 This agreement shall have effect from 1986 09 01 and continue in force until 1989 08 31 or until the agreement is renewed or a new agreement comes into force.
- 2:02 The Party wishing to negotiate amendments shall furnish the other Party with information concerning the nature of any amendment it seeks. The Parties agree to meet for the purpose of negotiating amendments within 30 days after such notice is given.

ARTICLE III - INTERPRETATIONS

- 3:01 DEFINITIONS OF LEVELS  
Definitions of Levels shall be as per Teachers' Qualifications Evaluation Council of Ontario, Programme 3.
- 3:02 Teachers who hold or are deemed to hold a Provisional Letter of Standing and Teachers who hold a Temporary Letter of Standing shall be paid in Category D.

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78925101

3:03

EXPERIENCE

- a) All teaching experience in Ontario subsequent to graduation from a Canadian Teachers' College shall be recognized in full,
- b) 50% of teaching experience in other provinces subsequent to graduation from a Canadian Teachers' College shall be recognized effective 1987 09 01.
- c) Effective 1988 09 01 all teaching experience subsequent to graduation from a Canadian Teachers' College shall be recognized in full.

3:04

Teaching experience acquired while holding a Provisional Letter of Standing and/or Temporary Letter of Standing shall be recognized in full.

3:05

Teachers who attain an additional year of experience after September 1st are entitled to an increment adjustment the following January 1st. Teachers who attain an additional year of experience after January 1st are entitled to an increment adjustment the following September 1st.

3:06

One hundred and sixty days (160) of broken experience shall be recognized as one full year's experience. Eight months of experience will be recognized as 160 days. It is incumbent upon the Teacher to supply proof of such experience.

3:07

APPLICATION

Except as otherwise specifically provided for in the terms of this agreement, the annual salary of each Teacher shall be determined according to Article IV; other payment shall constitute a breach of this agreement.

3:08

A Teacher who before the beginning of the school year has met all the conditions required for a certificate of a higher standing is entitled to an adjustment in salary as of

September 1st of that year provided that he/she submits reasonable proof of change to the Director of Education before the 15th day of December of that year. If such proof is not available, the Teacher shall write to the Director of Education to expect it. Such correspondence will be acknowledged in writing. Upon receipt of such proof of change, the Teacher's salary shall be adjusted as of September 1st of the current teaching year.

ARTICLE IV - SALARY SCHEDULE

4:01 (a) Effective 1986 09 01

EXPERIENCE	C A T E G O R I E S						
	D	C	B	A1	A2	A3	A4
0	20 390	21 344	22 655	23 847	25 278	26 709	27 902
1	21 165	22 238	23 700	25 129	26 650	28 289	29 661
2	21 940	23 132	24 743	26 412	28 021	29 869	31 420
	22 715	24 027	25 784	27 693	29 392	31 450	33 178
	23 490	24 921	26 829	28 976	30 764	33 029	34 937
5	24 266	25 815	27 872	30 257	32 135	34 608	36 696
6	25 040	26 709	28 917	31 539	33 506	36 190	38 456
7	25 815	27 604	29 958	32 820	34 878	37 769	40 212
8		28 498	31 002	34 102	36 249	39 348	41 971
9		29 393	32 046	35 384	37 620	40 929	43 731
10			33 090	36 667	39 014	42 509	45 489
11				37 947	40 363	44 088	47 247
12				39 229	41 734	45 669	49 007

EXPERIENCE	C A T E G O R I E S						
	D	C	B	A1	A2	A3	A4
0	21 206	22 198	23 561	24 801	26 289	27 777	29 018
1	22 012	23 127	24 648	26 134	27 716	29 421	30 847
2	22 818	24 057	25 733	27 468	29 142	31 064	32 677
3	23 624	24 988	26 815	28 801	30 568	32 708	34 505
4	24 430	25 918	27 902	30 135	31 995	34 350	36 334
5	25 237	26 848	28 987	31 467	33 420	35 992	38 164
6	26 042	27 777	30 073	32 801	34 846	37 638	39 994
7	26 848	28 708	31 156	34 133	36 273	39 280	41 820
8		29 638	32 242	35 466	37 699	40 922	43 650
9		30 569	33 328	36 799	39 125	42 566	45 480
10			34 414	38 134	40 575	44 209	47 309
11				39 465	41 977	45 851	49 137
12				40 798	43 403	47 496	50 967

4:01

(a) Effective 1988 01 01

EXPERIENCE	C A T E G O R I E S						
	D	C	B	A1	A2	A3	A4
0	21 409	22 411	23 788	25 039	26 542	28 044	29 297
1	22 223	23 350	24 885	26 385	27 982	29 703	31 144
2	23 037	24 289	25 980	27 733	29 422	31 362	32 991
3	23 851	25 228	27 073	29 078	30 862	33 022	34 837
4	24 664	26 167	28 170	30 425	32 302	34 680	36 684
5	25 479	27 106	29 266	31 770	33 742	36 338	38 531
6	26 292	28 044	30 362	33 116	35 181	37 999	40 379
7	27 106	28 984	31 456	34 461	36 622	39 657	42 223
8		29 923	32 552	35 807	38 061	41 315	44 069
9		30 863	33 648	37 153	39 501	42 975	45 917
10			34 744	38 500	40 965	44 634	47 763
11				39 844	42 381	46 292	49 609
12				41 190	43 821	47 952	51 457

4:01

(b) Effective 1988 09 01

All salaries in force on 1988 08 31 shall be increased by the increase in the CPI plus 1%. Increase in the CPI shall be determined by the increase of 1980 CPI - May 1988 over May 1987.

4:02

Salaries shall be paid on a twenty-six (26) payment basis. Payments shall be made on every second Friday beginning with the second Friday in September. The last payment in June shall consist of the difference between the amount paid and the Teacher's contracted salary.

Employee benefits premiums shall be deducted in 24 equal payments. Payroll deposits will be made at any bank in the districts of Algoma or Sudbury.

4:03 Federation Fees shall be deducted in 20 equal payments.

4:04 ALLOWANCES FOR RESPONSIBILITY

(a) Principals

Principals shall be paid in addition to the regular teaching salary, an allowance for responsibility as follows:

Effective 1986 09 01: - 1st 5 units - @ \$900,  
- next 5 units - @ \$675.  
- remaining units - @ \$170.

No Principal shall receive an allowance of less than \$5 620.

Effective 1987 09 01: - 1st 5 units - @ \$936,  
- next 5 units - @ \$702.  
- remaining units - \$ \$177.

No Principal shall receive an allowance of less than \$5 845.

Effective 1988 01 01: - 1st 5 units - @ \$945,  
- next 5 units - @ \$709,  
- remaining units - @ \$179.

No Principal shall receive an allowance of less than \$5 900.

Effective 1988 09 01: Principals' allowances in force on 1988 08 31 shall be increased by the increase in the CPI plus 1%. Increase in the CPI shall be determined by the increase of 1980 CPI - May 1988 over May 1987.

(b) "Unit": for purposes of this article one unit will be equivalent to one Teacher including regular classroom Teacher, remedial Teacher, Teacher-librarian, French Teacher or any other Teacher for whom the principal is responsible. Any fraction of a unit will be calculated to the nearest tenth (1/10) in determining the allowance.

(c) In the event of a transfer of a principal initiated by the Board to a school with fewer units than his/her previous school, the allowance of the principal shall remain constant until such time as his/her allowance in the new position

equals or exceeds the allowance established in conjunction with the Official Agreement in force at the time of the transfer.

- (d) After a teacher in a position of responsibility is absent for a period of twenty (20) consecutive teaching days, the allowance for responsibility paid to such teacher shall cease to be paid. The allowance for responsibility shall be paid commencing on the date of appointment and for the duration of the appointment, to a temporary replacement in the position of responsibility. Upon return of the teacher to the position of responsibility, payment of the allowance shall be reinstated. Position of responsibility to be defined as Principal, Vice-principal, Consultant and Academic **Administrative Assistant.**

4:05

VICE-PRINCIPALS

Vice-Principals shall be paid in addition to the regular teaching salary, an **allowance** of **45%** of the principal's allowance for responsibility.

4:06

ACTING PRINCIPALS

- (i) Acting principals appointed shall be paid an allowance equal to **1/200th** of the principal's allowance (for their given school) for every full day of absence of the Principal. The allowance shall be prorated to the nearest half day.
- (ii) At the discretion of the principal, an Occasional Teacher may be hired to replace the Acting Principal or Vice-principal in **his/her classroom** in the absence of the Principal.

4:07

EXTRA-ASSIGNED ACTIVITIES

Teachers who conduct extra-assigned activities, designated by the Superintendents, shall be paid, in addition to the regular teaching salary, an allowance of **\$600.00 annually.**



4:08

PROVISION OF HEALTH SUPPORT SERVICES IN SCHOOL SETTINGS

- (a) Except in case of emergency, the following services shall not be provided by teaching personnel: lifting a pupil, catheterization, tube feeding of students with impaired swallowing reflexes, postural drainage, manual expression of bladder, changing of diapers or underclothing, changing of colostomy, and administering medication.
- (b) The administration of oral medication, where such medication has been prescribed for use during school hours, will be the responsibility of the school Principal, or in his/her absence the Vice-principal or Acting Principal.

4:09

(a) CONSULTANTS

Consultants shall be paid the regular teaching salary plus an allowance as follows: \$3 000.00 if employed full-time. If a consultant is employed part-time, the allowance will be paid on a pro-rata basis.

Effective 1988 09 01:

The allowance in force on 1988 08 31 shall be increased by the increase in the CPI plus 1%. Increase in the CPI shall be determined by the increase of 1980 CPI - May 1988 over May 1987.

(b) ACADEMIC ADMINISTRATIVE ASSISTANT

Effective 1987 09 01 the allowance shall be 105% of the highest principal's allowance.

4:10

TRANSPORTATION, LODGING AND MEAL ALLOWANCE

- (a) Teachers who must travel between schools to perform their duties and Teachers who attend workshops, meetings, conferences or conventions approved by the Board, or functions at the request of the Board, will be paid a travel allowance of 25¢/km if travel is by car. Where more than one Teacher travels in the same car, the allowance will be paid only once. If travel is by public transportation such as air, rail, bus or taxi, actual costs will be paid. In cases where only one or two Teachers must travel, equivalent bus or

train fare will be paid. In all cases, the travel allowance paid shall not be less than \$1.00 per day.

- (b) Actual costs of lodging will be paid by the Board. Maximum allowance for meals is breakfast \$5.00, lunch \$7.00, dinner \$18.00 (before tax). Receipts are required for all items.
- (c) When it is deemed appropriate by the Superintendent and Teachers involved that a large number of Teachers should attend a meeting, conference or workshop, the Superintendent may allocate a specific sum of money to be shared among the participants and this sum shall be deemed to be full payment of expenses incurred by the participants for such meeting, conference or workshop.

4:11

NEW OR VACANT POSITIONS

Although the Board has the sole right to create or to designate a new position to be filled by a Teacher who comes within the scope of this agreement, it is agreed that the salary and additional allowance for such a position shall be arrived at by consultation with the Teachers' Joint L.E.A.C. before the new position is advertised or the appointment is made.

4:12

New or vacant positions (administrative or consultative) and teaching positions for September of the next school year which are known to be vacant by June 10th of the current school year shall be first advertised in every school within the North Shore District Roman Catholic Separate School Board five consecutive teaching days before advertising outside the said Board. The Principal shall be responsible for posting such advertisement in the Teachers' Staff Room.

4:13

Preference should be given to qualified Teachers employed by the North Shore District Roman Catholic Separate School Board. All qualified applicants employed by the Board will be interviewed.

ARTICLE V - BENEFITS

5:01 ONTARIO HEALTH INSURANCE

The Board shall pay 100% of the premium costs.

5:02 GROUP LIFE INSURANCE

A - \$75 000.00 Group Life A.D. & D. to be fully paid by the Board. Effective 1988 09 01: Group Life A.D. & D. in the amount of three times salary to be fully paid by the Board.

B - Optional \$25 000.00 or \$50 000.00 or \$75 000.00 or \$100 000.00 to be fully paid by the Teacher.

5:03 EXTENDED HEALTH

The Board shall pay 100% of the premium costs. Semi-private coverage through the Mutual Life Plan. Vision Care - \$150.00 every 24 month period - 30% reimbursement, no deductible. Effective 1988 09 01:

Vision Care - \$200.00 every 24 month period - 100% reimbursement, no deductible.

5:04 DENTAL PLAN

The Board shall pay 100% of the premium costs. Standard Mutual Life Dental Plan.

Effective 1987 09 01:

1986 O.D.A. Schedule.

Effective 1988 09 01:

Orthodontic Care: No deductible, 60% reimbursement to a maximum of \$1 500. Current O.D.A. Schedule.

5:05 LONG TERM DISABILITY

- (a) The Teacher shall pay 100% of the premium costs. Maximum monthly benefit of \$2 950.00 plus 6.9% superannuation. Qualifying period of 90 calendar days.
- (b) A Teacher who expects to apply for LTD Benefits must notify the Board.

- (c) A Teacher may use part or all of his/her sick leave credits during and beyond the qualifying period for LTD Insurance Benefits.
- (d) When an employee of the Board receives compensation under the Board's Long Term Disability Compensation Program, the total number of accumulated "sick day credits" attributed to the employee shall be preserved as such credits stood the day prior to the beginning of compensation under the Long Term Disability Program and the credits and debits to the sick day credit system shall be made as otherwise provided for in this agreement except that no sick day credits may be accumulated or used while under Long Term Disability Insurance Benefits.
- (e) CLAIMS  
 A claim must be received by Mutual Life within 3 months after the end of the qualifying period. The qualifying period begins on the date the employee becomes totally disabled. Proof of continuing disability may be required each year. There is a time limit for proceeding against Mutual Life for payment of a claim. Proceedings must be started within 1 year of Mutual Life's receipt of the proof of claim.

ARTICLE VI - LEAVE PLANS

- 6:01 (a) COMPASSIONATE LEAVE
- (i) In the event of death in the immediate family, (parents, parents-in-law, wife, husband, children, sons and daughters-in-law, brothers, sisters, grandparents, sisters and brothers-in-law, grandchildren and legal guardians) a Teacher may be absent from teaching duties for up to three days to attend the funeral without loss of salary or sick leave credits. The Teacher may also be absent for two additional days if travel outside of the Board area is involved.

(ii) For the purpose of this clause, the terms "sister-in-law" and "brother-in-law" shall be defined as the brother or sister of the Teacher's spouse and the wife or husband of the Teacher's brother or sister.

b) In the event that any member of the immediate family (spouse, children, parents, brothers, sisters, grandparents and legal guardians) is in danger of death or in the case of serious accident or emergency or major surgery, a Teacher may be absent from teaching duties for up to two days on any one occasion without loss of salary but with loss of sick leave credits. The Teacher may also be absent for two additional days if travel outside of the Board area is involved.

6:02

(a) PATERNITY LEAVE

A Teacher shall be granted a leave of one day, without loss of salary or sick leave credit, upon the birth of his child if on a working day and one day upon the homecoming of the child if on a working day.

(b) MATERNITY LEAVE

A maternity leave of absence shall be granted according to The Employment Standards Act. Upon request, a Teacher shall also be granted a leave of absence for any portion of the current school year in which the leave is to begin, plus any consecutive portion of the following school year. But in any event, such leave shall not exceed two (2) years (both statutory and Board granted) for any birth for which the leave was granted.

Where possible, a Teacher should consider taking a maternity leave of absence to coincide with the school term. Such Teacher will maintain her position in a school in the same community notwithstanding existing contractual responsibilities. Position to be defined as Principal, Vice-principal, Classroom Teacher or Consultant. The Teacher on maternity leave shall have the option of reimbursing the Board for the cost of maintaining her benefits as stated in Article V, clauses 5:01, 5:02, 5:03, 5:04, 5:05.

Effective 1988 09 01:

The Board shall pay its share of benefits provided for in Article V, clauses 5:01, 5:02, 5:03 and 5:04, on behalf of the Teacher for the first seventeen (17) weeks of leave.

(c) LEAVE OF ABSENCE

Leave of absence for any valid reason shall be granted at the discretion of the Board. A written application, preferably two months in advance of the event, shall be submitted to the Board.

(d) ADOPTION LEAVE

- i) A special adoption leave shall be granted by the Board to a Teacher upon receipt of written proof stating that a child is being integrated into his/her family. Such special adoption leave shall be granted in the manner and form as maternity leave found in clause 6:02(b).
- ii) A Teacher shall be granted a leave of one day without loss of salary or sick leave credit, upon the adoption of a child **if** on a working day. Written proof shall be submitted to the Board within two (2) weeks after the adoption has taken place.

(e) LEAVE TO WRITE EXAMINATIONS OR TO ATTEND CONVOCATIONS

A Teacher shall be granted one day off without loss of salary or sick leave credits to write examinations or attend his/her convocation(s) if on a school day. Proof of attendance at examinations or convocations shall be provided by the Teacher.

(f) FEDERATION LEAVE

The Board shall grant the Presidents or a designate of each affiliate unit the equivalent of ten (10) teaching days to attend to Federation matters. Such days shall be taken in either half ( $\frac{1}{2}$ ) days or full days.

Whenever possible, the request for such absence shall be forwarded to the respective Superintendent at least one week prior to the absence and the Principal shall be notified coincidentally.

The requested leave will be automatically granted unless the Superintendent concerned determines that such absence would be disruptive to the school (i.e. report card days, parent interviews, Special P.O. Days.)

The first five (5) days granted to each affiliate unit shall be paid by that affiliate unit. The remainder of the days, to a maximum of five (5) days for each affiliate unit shall be paid by the Board.

- (g) i) Upon request, by the branch affiliate, made prior to June 15, the Board shall release the affiliate president on a half-time basis for the following school year, for the afternoon or morning.
- ii) The Board shall be responsible for the payment of all salary and benefits to the teacher. The branch affiliate shall reimburse one-half the cost of all such salary and benefits.
- iii) The teacher will continue to accumulate full seniority and experience credit while on such release, as well as accumulating sick leave credits.
- iv) Upon return the individual will be assigned to an equivalent position in a school in the same community unless there is mutual agreement to the contrary.

(h) FEDERATION LEVY

Prior to June 15 the branch affiliate shall inform the Board of any levy to be deducted from each teacher's salary during the following school year. The Board shall make such deductions and remit the monies deducted to the branch affiliate within ten (10) working days following the deduction.

6:03

(a) ONE YEAR LEAVE OF ABSENCE

- i) On the recommendation of the Director of Education that suitable replacements are available, the Board will grant up to six (6) leaves of absence without pay - three (3) for each branch affiliate for one school year.

- ii) Applications for leave shall be submitted to the Board prior to the third Monday in April of the year in which the leave of absence is to commence.
- iii) If there are more than six (6) applications the leaves shall be granted according to seniority.
- iv) During the leave a Teacher will not accumulate sick leave credits and experience for salary purposes, however he or she will be credited with one year of seniority.
- v) A Teacher on leave may continue to participate in benefit plans in the collective agreement providing he or she reimburses the Board on a monthly basis for the cost of such benefits.
- vi) Upon return, a Teacher will maintain his or her position in the same municipality notwithstanding existing contractual responsibilities subject to the redundancy provisions in the agreement.

(b) ONE DAY PERSONAL LEAVE OF ABSENCE

A Teacher who has arranged in advance with his/her principal that a viable operation of the school can be maintained during his/her absence may be granted one day's leave in the school year for personal reasons. This absence shall not be used to extend holidays. For all Teachers taking such a leave, the Board shall deduct \$60.00 from the Teacher's salary to compensate for the cost of a supply Teacher or in lieu thereof. The leave may be taken in half days whereupon the deduction from salary shall be pro-rated.

i) Effective 1987 09 01:

A teacher who has arranged in advance with his/her principal that the viable operation of the school can be maintained during his/her absence may be granted one day leave in the school year for personal reasons without loss of salary but with loss of sick leave credits. This absence shall not be used to extend holidays. The leave may be taken in half days.



ii) Effective 1988 09 01:

A teacher who has arranged in advance with his/her principal that the viable operation of the school can **be** maintained during his/her absence may be granted two (2) days leave in the school year for personal reasons without loss of salary but with loss of sick leave credits. This absence shall not be used to extend holidays. The leave may be taken in half days.

6:04

LIAISON COMMITTEE

- (1) The Committee shall be composed of four (4) Trustees, and four (4) local Teacher representatives. The Board will appoint a Secretary to the Committee.
- (2) Meetings shall be held as often as is considered necessary by either or both parties.
- (3) The findings of the Committee shall be in the form of recommendations to the Board.
- (4) Minutes of the Committee meetings shall be sent to both Unit Executives.
- (5) Any policy resulting from this Committee's findings shall be deemed in effect as of the present school year.
- (6) This Committee shall discuss items of concern to the Teachers and Trustees which are not contained in this agreement.
- (7) Any policies affecting the Teachers shall be brought to the attention of the Liaison Committee at least fifteen (15) days prior to implementing such policies.

ARTICLE VII - CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN

7:01

CUMULATIVE SICK LEAVE

Pursuant to Section 158 of the Education Act, Statutes of Ontario, 1980, Chapter 129, a Sick Leave Credit System is hereby established as of 1970 09 01 for every employee eligible under item 7:05 of this plan and, subject to the final authority of the Board, the administration of the

system shall be vested in the Secretary of the Board or designates.

7:02 The Secretary of the Board shall have power to do and perform all things necessary for the conduct of the Sick Leave Credit system.

7:03 The Treasurer of the Board shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom.

7:04 Calculation of accumulated credits resulting in the fraction of one shall be adjusted upwards to the nearest day.

7:05 As of 1971 09 01, all qualified Teachers may accumulate 100% of the unused portion of his/her annual sick leave which shall be transferred to the credit of each employee each year as his/her accumulated sick leave credit to a maximum of 150 days.

7:06 Each employee shall be given a statement of the number of days in his/her reserve prior to 11 01 of each year.

- 7:07
- i) Every employee will notify his/her immediate superior of his/her absence and the probable date of his/her return. The employee may be asked to furnish a Doctor's Certificate to support his/her claim. If such a certificate is requested, it shall be requested within four (4) weeks of such absence.
  - ii) Where a teacher has been absent through illness for a period of one month, according to a medical certificate, a second medical certificate could be required from a panel of three doctors appointed by the Board and paid for by the Board.

7:08

All payments to employees under the Sick Leave Allowance regulations shall be computed on the basis of the rate of the regular salary such employee is, or would be, receiving at the time absence occurs.

7:09

A Teacher who is incapacitated as set out in the Workers' Compensation Board Act for Ontario, R.S.O. 1980, Chapter 539, shall receive the benefits which are presently payable as Compensation under the Act. An additional sum, less any lawful deductions, which would be the difference between the sum received from the Workers' Compensation Board and such Teacher's full salary shall also be paid to the Teacher. The number of days equivalent to the additional sum referred to herein shall be deducted from the Teacher's statutory sick leave or accumulated sick leave credits.

7:10

RETIREMENT GRATUITY

Saving any rights which the Teachers may have acquired prior to this date under and by virtue of Section 158, Subsection 8 of The Education Act, Statutes of Ontario, 1980, Chapter 129, after 10 years of continuous service with the Board, a Teacher who retires from the Teaching Profession will be entitled to a Retirement Gratuity as follows: 10 years' service, 10% of cumulative sick leave credits X 1/200th of annual salary at date of retirement from teaching.

11	years' service,	12%	X	cumulative sick leave	X	1/200th of annual salary.				
12	"	"	14%	"	"	"	"	"	"	"
13	"	"	16%	"	"	"	"	"	"	"
14	"	"	18%	"	"	"	"	"	"	"
15	"	"	20%	"	"	"	"	"	"	"
16	"	"	22%	"	"	"	"	"	"	"
17	"	"	24%	"	"	"	"	"	"	"
18	"	"	26%	"	"	"	"	"	"	"
19	"	"	28%	"	"	"	"	"	"	"
20	"	"	30%	"	"	"	"	"	"	"
21	"	"	32%	"	"	"	"	"	"	"
22	"	"	34%	"	"	"	"	"	"	"
23	"	"	36%	"	"	"	"	"	"	"
24	"	"	38%	"	"	"	"	"	"	"
25	"	"	40%	"	"	"	"	"	"	"
26	"	"	42%	"	"	"	"	"	"	"
27	"	"	44%	"	"	"	"	"	"	"
28	"	"	46%	"	"	"	"	"	"	"
29	"	"	48%	"	"	"	"	"	"	"
30	"	"	50%	"	"	"	"	"	"	"

7:11 For the purposes of this section, sick leave credits shall be accumulated to a maximum of two hundred (200) days.

7:12 All benefits provided under paragraph 10 shall be paid in full on the date of retirement or on January 1st of the following year.

7:13 Each employee shall advise the Board in writing at least six months prior to the date of retirement as to which method of payment he/she desires.

7:14 In the event of death of an employee prior to his/her retirement, the sick leave gratuity accumulated by that employee will be paid to the estate of the said employee.

DEFERRED TERMINATION INVESTMENT PLAN

(i) In this article the following wording shall be defined as follows:

- (a) New Teachers shall be defined as all Teachers hired to commence duties on or after September 1, 1987;
- (b) Current Teachers shall be defined as teachers in the service of the Board prior to September 1, 1987;
- (c) "RGP" shall be defined as a Retirement Gratuity Plan as defined in article 7:10 of this Collective Agreement;
- (d) "DTIP" shall mean Deferred Termination Investment Plan.

(ii) INTENT

- (a) It is the intention of the parties in this agreement to discontinue the retirement gratuity plan for new teachers.
- (b) In consideration of so doing, the board is desirous of instituting a DTIP for such new teachers and creating a fund therefore.
- (c) In further consideration of the discontinuation of the RGP for new teachers, the board wishes to guarantee, on an individual basis, the continued existence of the RGP, as elsewhere provided herein, for current teachers.
- (d) In further consideration of the discontinuance of such RGP for new teachers, the board also wishes to provide an opportunity for current teachers to transfer from their participation in the RGP to the DTIP.

(iii) NEW TEACHER PARTICIPATION IN DTIP:

Upon any new teacher commencing employment with the board, the board shall make payments into the DTIP on behalf of such new teacher in accordance with the schedule of payments set out under article a(vi)(d)(1) herein entitled "election to transfer".

(iv) Accordingly in order to implement such intent the parties agree as follows:

(a) RETIREMENT GRATUITY ACCUMULATIVE SICK LEAVE PLAN

The board agrees, covenants and undertakes with all current teachers who elect so to do (as hereinafter provided) to enter into a personal contract with such current teacher, so electing, to guarantee him or her a retirement gratuity as has accrued to the benefit of such current teachers under Article 7:10 herein and notwithstanding the abandonment of the RGP in this present collective agreement for new teachers and further notwithstanding the absence of such RGP in future Collective Agreements to which current teachers may or may not be a party.

(b) Accordingly, the personal contract to be executed by the board's authorized signing officers and the electing current teacher is attached as Schedule "A" to this Article and forms a part hereof.

(v) It is understood and agreed that all current teachers shall elect (in the form annexed to this Article as Schedule "B" and forming a part hereof) to remain in the RGP or elect to transfer (as elsewhere herein provided) to the DTIP no sooner than September 1, 1987 or no later than December 31, 1987.

(vi) ELECTION TO TRANSFER:

a) This section shall apply to current teachers who wish to elect to transfer from the RGP to the DTIP.

(b) Any current teacher may elect as above.

(c) Any current teacher who elects such a transfer shall do so in writing in a form prescribed by Schedule "B".

(d) The entitlement of a current teacher in the DTIP, who elects to participate in same, shall be calculated as follows:

1) The board shall, forthwith upon the election being made, as above and being enrolled in the DTIP, pay, in trust for such current teachers into the DTIP a sum equal to 10% of such current teacher's gross annualized salary paid by the board to the current teacher in the first year of employment with the board by the current teacher (which gross salary shall be established by board payroll records), together with 3.00% of such current teacher's gross annualized salary for every successive year of such current teacher's employment with the board to a maximum of 9 years.

In any event, payments into the DTIP by the board as is otherwise provided herein, shall be made no later than January 1, 1988, for the first year of the DTIP and on or before October 1 for each successive year of the DTIP.

2) On no account, except as elsewhere herein provided, shall such payments by the board include any interest on such amounts for the period in question.

3) For greater clarity it is further agreed that the "Gross Annualized Salary" shall be re-adjusted in any given year, for purposes of the calculation of the amount of the payment to be made by the board by sub-article (vi)(d) herein in the event of a new or current teacher being assigned a new salary category or assigned a new teaching time allotment. The re-adjustment shall reflect the increase or decrease, as the case may be, in the gross annualized salary for the entire year in question, beginning with September 1 of the year so affected.

4) In the event there have been more than 4 current teachers electing to transfer (during the period prescribed) from the RGP to the DTIP, the board may then elect to limit the enrolment of such transfers to 4 individuals (2 from OECTA, 2 from AEF0 or failing sufficient numbers from one federation or the other, a

combination thereof) in any given school year.

Provided however that in any event all such transfers shall have been completed on or before August 31, 1992.

5) In the event of more than 4 elections to transfer being received by the board during the period prescribed therefore, the board shall establish a priority enrolment list for the enrolment of such transfers which priority shall be based on a current teachers employment seniority with the board (most service first) and the order of enrolment in any school year of the board shall be in accordance with such seniority: EXCEPT THAT, in the event of a current teacher's death or termination of employment between the date of the election to transfer and actual enrolment, then the priority of enrolment shall be displaced first by death, then by termination and then by seniority.

6) In the event of a current teacher being enroled in the DTIP in a school year other than that of the year of election, the board shall then pay to such current teacher, in accordance with the priorities outlined in Article (vi)(d)(5) as follows:

An amount calculated in accordance with paragraph (vi)(d)(1) herein EXCEPT THAT, in addition to such payments, the board shall further pay to the current teacher, his or her estate or in trust for the current teacher, as the case may be, an amount equal to the interest which would have otherwise accumulated on the prescribed payments set out in paragraph (vi)(d)(1), had such payments been made in the year of election.

(vii) DEFERRED TERMINATION INVESTMENT PLAN:

a) The board shall establish, maintain and administer one mixed investment trust account into which all payments made on behalf of new teachers and current teachers (who have elected to transfer from the RGP to the DTIP) shall



be made and on which interest shall accrue.

- b) The board shall maintain books and records for each new or current teacher on whose behalf payments into the fund have been made so that any teacher, new or current, shall be apprised annually of his or her account together with accrued interest standing in such mixed trust fund.
- c) The board undertakes and agrees with all beneficiaries of such trust to seek out and maintain the investment of the monies in the mixed trust account in such institution or institutions of investment which will yield a maximum of return on investment for such period or periods, as the case may be, and to apprise all beneficiaries of the trust as to the identity of the investment placement or placements.
- d) The board hereby declares all monies together with accrued interest in the mixed trust fund, at any time to be trust monies for the exclusive use of the beneficiaries thereof.
- e) It is understood and agreed by the beneficiaries of such mixed trust fund that all investments of trust monies shall be in the sole and entire discretion exclusively of the board and the said beneficiaries hereby absolve the board of any claims, causes of action or demands which may arise as a result of investment placements which may yield a lesser return than that which might otherwise occur as a result of unpredictable investment market fluctuations.

(viii) PAYMENTS FROM DTIP:

- a) Any payments along with accrued interest into the DTIP on behalf of any new or current teacher shall become vested and the absolute property of such new or current teacher in the following manner:
  - 1) As to 40% of such payments upon completion of 10 years employment service with the board:
  - 2) As to 50% of such payments upon completion of 11 years employment service with the board:

- 3 As to 60% of such payments upon completion of 12 years employment service with the board:
  - 4 As to 70% of such payments upon completion of 13 years employment service with the board:
  - 5 As to 80% of such payments upon completion of 14 years employment service with the board:
  - 6 As to 90% of such payments upon completion of 15 years employment service with the board:
  - 7) As to 100% of such payments upon completion of 16 years employment service with the board:
- (b) A payment from the DTIP to a new or current teacher may only be made upon the termination or death of a new or current teacher who is otherwise eligible as prescribed in paragraph (vi)(a). Such payment to be made no later than 30 days following eligibility.

(ix) CALCULATION OF YEARS OF EMPLOYMENT FOR VESTING PURPOSES:

In calculating any new or current teacher's years of employment with the board for the purposes of calculating such new or current teacher's amount of vesting entitlement in the DTIP, the following shall not be counted as years of employment:

- a) Any period of maternity leave extended (such leave does not include the 17 week maternity leave):
- b) Any years of leaves of absence:
- c) Except that in the sole discretion of the new or current teacher the calculation of years of employment for vesting purposes shall continue uninterrupted, notwithstanding the above, on the election of the new or current teacher of one of the following:
  - 1) The year of employment, otherwise not counted, is included in the employment years but established as having no salary for such year and resulting in no board contribution.

- 2) The new or current teacher pays to the board an amount equal to that which would otherwise have been paid into the DTIP by the board had such year been otherwise counted in accordance with sub-article (vi)(d)(1) and such amount is thereafter paid into the DTIP by the board to the credit of the new or current teacher in accordance with the provisions for same.
- 3) The vesting period is extended by the number of years of no employment service with payments out as provided in sub-article (viii)(a).
- d) In calculating years of employment of any new or current teacher, sabbaticals or participation in the Four Over Five Years Leave of Absence shall be included for years of employment for vesting purposes hereunder and calculated in the same manner as a new or current teacher's entitlement of benefits during participation in Sabbatical Leaves or in the Four Over Five Years Leave of Absence defined elsewhere herein including the "payback" provisions in connection with Sabbatical Leaves.

(x) REVERSION TO BOARD OF WHOLE OR PART DTIP PAYMENT:

Upon any new or current teacher being eligible to receive a payment, together with accrued interest from the DTIP (whether such payment is received or not as outlined in paragraph (viii)(B) herein), the board shall be entitled to be paid from the mixed trust fund that portion of a new or current teacher's entitlement, together with accrued interest, as has not been vested in the new or current teacher's entitlement in the DTIP as prescribed by paragraph (viii)(a) herein.

SCHEDULE "A"

Schedule "A" to article 7:10 (Retirement Gratuity Plan) of the collective agreement between the North Shore District Roman Catholic Separate School Board and the teachers employed by the Board dated June 10th, 1987.

**THE NORTH SHORE DISTRICT ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD**

(hereinafter referred to as the "Board")

Party of the First Part

- and -

**THE TEACHER**

(hereinafter referred to as the "teacher")

Party of the Second Part

WHEREAS the Board is desirous of entering into a contract of guaranty of payment to the teacher herein of such teacher's Retirement Gratuity Plan as hereinafter detailed;

AND WHEREAS, in consideration for such guaranty of payment, the teacher has concurred in the deletion from the collective agreement between the Board and the teachers employed by the Board any such provision for the payment of retirement gratuities for teachers not in the service of the Board as at August 31, 1987 and all other teachers to be hired by the Board on or after that date.

NOW THEREFORE the Board undertakes as follows:

1. In consideration of the collective agreement agreed to by the teachers employed by the Board dated June 10th, 1987, the Board, by its authorized signing officers, hereby agrees to and guarantees the payment of the said teacher's retirement gratuity as provided for by article 7:10 of the aforesaid agreement.

2. The Board specifically undertakes and guarantees the payment of such retirement gratuity pursuant to section 158(8) of the Education Act, R.S.O. 1980, c. 129, as amended. This gratuity shall be calculated in accordance with the formula stipulated in article 7:10, and appended hereto as Appendix "A" to this Agreement.

DATED at                      this                      **day** of                      , 19   .

NORTH SHORE DISTRICT ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD  
PER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Name

**. a**

SCHEDULE "B"

Election To Transfer

**THE NORTH SHORE DISTRICT ROMAN CATHOLIC  
SEPARATE SCHOOL BOARD**

(hereinafter referred to as the "Board")

Party of the First Part

- and -

**THE TEACHER**

(hereinafter referred to as the "teacher")

Party of the Second Part

WHEREAS it has been agreed by the Board and by the current teachers to provide an opportunity for the current teachers to terminate his/her participation in a retirement gratuity plan heretofore provided in article 7:10 in the Collective Agreement dated June 10th, 1987.

AND WHEREAS the Board wishes to further allow such current teacher upon termination of participation in the retirement gratuity plan to elect to transfer and enrol in the DTIP provided for by the collective agreement dated June 10th, 1987.

NOW THEREFORE the parties agree as follows:

1. The current teacher hereby elects to abandon his/her participation in the retirement gratuity plan.
2. The current teacher, in so electing, understands, agrees and acknowledges that such election is irrevocable and the current teacher hereby forever relinquishes, quits claim, surrenders any rights of participation in the retirement gratuity plan he/she may have had, now has, or may in the future have to an entitlement in the such retirement gratuity plan and

further discharges the E. and from any and all liability to the current teacher with respect to any payments to the current teacher under the retirement gratuity plan.

3. In consideration of such election, the Board covenants, agrees and undertakes with the current teacher to enrol him/her in the Deferred Termination Investment Plan as provided for and in accordance with the Collective Agreement dated June 10th, 1987.
4. The current teacher hereby understands, acknowledges and agrees that his/her enrolment in the Deferred Termination Investment Plan may be deferred in accordance with the aforesaid Collective Agreement.

DATED at                    this                    day of                    , 19   .

NORTH SHORE DISTRICT ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD

PER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Teacher's Name

ARTICLE VIII - TRANSFERS

8:01

TRANSFERS OF TEACHING PERSONNEL AT THEIR OWN REQUEST

Every member of the teaching personnel who wishes to transfer to another school for the next school year shall:

- (a) inform his/her Superintendent of Education by April 1st that he/she wishes a transfer; and
- (b) indicate to what school he/she wishes to transfer. Upon receipt of the request for transfer, the Superintendent shall make every effort to comply with such request taking into account pupil needs and the personnel complement in the various schools. The Superintendent shall inform all Teachers requesting a transfer of his/her decision by 06 15.
- (c) Transfers granted under this clause shall be binding.

8:02

TRANSFER OF TEACHING PERSONNEL WITHOUT THEIR EXPRESSED REQUEST

- (a) No member of the teaching personnel shall be transferred from one school to another except for just cause.
- (b) The transfer shall be discussed with the Teacher concerned prior to the proposed transfer and official notice shall be given in writing.
- (c) When such a transfer is due to personnel reduction the Superintendent agrees to make every effort to arrange a transfer which is mutually satisfactory.
- (d) Should such a transfer not be agreeable to the Teacher concerned he/she shall have the right to appeal the decision individually or through his/her authorized representative.
- (e) The Teacher shall submit his/her appeal in writing to the Superintendent of Education within five (5) working days of receipt of the official notice.
- (f) The Superintendent shall meet with the Teacher' and his/her representative(s) within ten working days of receipt of the letter of appeal referred to in subsection (e) above.
- (g) Notice of transfer shall be given on or before May 1, for placement in the following school year.



ARTICLE IX - REDUNDANT POSITIONS OF TEACHING PERSONNEL

9:01 Redundant positions will be determined on a system wide basis by sections. The following procedures will be used in each section by the Superintendent of Education when a reduction of staff is necessary:

- 9:02
- 1) This order shall be used in reducing staff:
    - a) Normal attrition.
    - b) Teachers under probationary contracts.
    - c) Teachers under permanent contracts.
      - i) Length of continuous service with this Board or any of its predecessor Boards.
      - ii) Length of service with the Board or any of its predecessor Boards.
      - iii) Total teaching experience in the province.
      - iv) Total teaching experience.
      - v) Highest qualifications in accordance with QECO in effect.
      - vi) Annual determination by lot in conjunction with Article 9:06 of this Agreement. In such cases, the determination by lot shall be made at the Board Office by the Director of Education or his/her designate in the presence of the Presidents of the branch affiliates or their designates at a time mutually acceptable to all parties.
  - 2) Where the Board had terminated the employment of any Teacher on a permanent contract as a result of staff reduction, it shall, when making new appointments to the staff, first offer such available positions to those eligible Teachers who were terminated for reason of personnel reduction.  
Where the Board has terminated the employment of any permanent Teacher as a result of personnel reduction, it shall, when making any appointments to the personnel, recall in reverse order (based on the criteria in paragraph 9:02(c) above) in which they were terminated the required number of

Teachers; provided that any Teacher so recalled be qualified by section for such position. Permanent Teachers who have been re-appointed under this clause shall retain all conditions of tenure which would have prevailed had service not been terminated.

- 9: 3
- (a) Permanent Teachers whose employment was terminated due to personnel reduction will maintain their priority status for a period of two (2) years.
  - (b) Notice of recall to work shall be made by registered mail direct to the teacher's last known address. If, however, a teacher is contacted by telephone, telegraph or other reasonable manner, the recall will be confirmed by registered mail,
  - (c) It shall be the teacher's responsibility to notify the Board of his/her address and phone number.
  - (d) The teacher so notified must advise the Board of his/her intention to return to work within a period not to exceed ten (10) days from the date of mailing of such notification.
  - (e) A teacher who refuses to accept a position offered by the Board shall lose his/her priority status.
- 9:04
- (i) Teachers who hold positions of responsibility shall not be considered redundant or surplus when the overall number of teaching positions is reduced.
  - (ii) If an individual Teacher qualifies for termination according to Article 9:02(1), but because of the nature of his/her position he or she could not readily be replaced by an equally qualified Teacher or one who becomes qualified within the Board prior to September of the next teaching year, then this Teacher shall be declared ineligible for termination at this point.
- 9:05
- All redundant Teachers released by the Board will be supplied with an official statement signifying that they have been released on account of redundancy.

9:06

When it is estimated that there may be a surplus of Teachers for September of any year, a statement of surplus will be made by each Superintendent as soon as such surplus condition is known. Teachers who must be declared surplus will be notified on or before May 31st of any year.

9:07

In January of each school year, the Board shall make available to the Executive Committee of each branch affiliate the appropriate staff seniority list. Each list shall include the name of each teacher, the number of years of continuous service with this Board or any of its predecessor Boards and in the case of a tie all criteria which were used to establish the correct order.

9:08

The Board shall notify the Executive Committee of the appropriate branch affiliate of the name(s) of any Teacher whose contract is to be terminated because of a reduction in personnel within forty-eight (48) hours of notification of the Teacher(s) concerned.

#### ARTICLE X - AGREEMENT DISTRIBUTION

10:01

Each Teacher shall receive one signed copy of the Agreement in English (if an O.E.C.T.A. member) or in French (if an A.E.F.O. member).

10:02

Each school shall receive one copy in English and one in French.

10:03

Both the English and French texts of the Official Agreement shall be considered as the legal documents for purposes of interpretation of this Agreement. The French text shall not be considered until 1987 10 01.

ARTICLE XI - GRIEVANCE PROCEDURE

11:01

A grievance by a teacher or a group of teachers shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Agreement.

- (a) An aggrieved group of teachers shall be defined as two or more teachers governed by the official agreement who share a common grievance, as alleged, and wish to avail themselves of the procedure set out herein.
- (b) An aggrieved group of teachers shall choose one of their number to represent their interests and to pursue the grievance and become the "grievor" in their name so that the procedure hereinafter detailed may be followed as though it were a grievance by an individual.
- (c) An aggrieved group of teachers shall abide by the result of the grievance procedure set out herein and every member of the aggrieved group of teachers, for the particular grievance, shall be bound by the results of the grievance procedure as it has been pursued by the representative of that group.

11:02

It is felt that most problems can be solved satisfactorily at the administrative level. The following chart lists persons to be contacted in various areas:

Problem related to contract

- 1) Certification
  - 1. Principal
  - 2. Director of Education or Superintendent
- 2) Salary and/or position on salary schedule
  - 1. Supervisor of Accounting
  - 2. Superintendent of Business and Finance
- 3) Supervision or transportation allowance
  - 1. Principal
  - 2. Supervisor of Accounting
  - 3. Director of Education or Superintendent

- 4) Responsibility allowances
  1. Principal
  2. Supervisor of Accounting
  3. Director of Education or Superintendent
- 5) Sick leave credits
  1. Principal
  2. Supervisor of Accounting
  3. Superintendent of Business and Finance
- 6) Other clauses within agreement
  1. Principal
  2. Director of Education or Superintendent

11:03

The aggrieved Teacher or aggrieved group of Teachers may choose to proceed directly to the grievance procedure. In order that all grievances may be settled as fairly and as promptly **as** possible, the following procedure shall be adhered to:

11:04

Step 1

- (a) The aggrieved Teacher or aggrieved group of Teachers shall submit to the Superintendent of Schools a concise written statement of the grievance and the redress sought within ten (10) teaching days from the date of the occurrence giving rise to such grievance.
- (b) The Superintendent shall reply in writing within ten teaching days of the receipt of the above-mentioned letter.
- (c) If a meeting is held between the Teacher and the Superintendent, the Teacher shall have the right to be accompanied by a member of the executive of his/her affiliate.
- (d) The Teacher shall reply within ten (10) teaching days of receipt of the Superintendent's letter if he/she wishes to proceed to Step 2.

11:05

Step 2

- (a) If a satisfactory settlement is not reached under Step 1, the aggrieved Teacher or aggrieved group of Teachers may request the local unit executive of his/her affiliate to refer the grievance to the Board prior to proceeding to Step 3. Such action shall be taken within ten (10) teaching days of the date of impasse under Step 1.
- (b) The Board will render its decision after the L.E.A.C. Committee and Board's Negotiations Committee meet within ten (10) teaching days of receipt of written grievance.

11:06

Step 3

- (a) If a satisfactory settlement is not reached under Step 2, the aggrieved Teacher or aggrieved group of Teachers may request the local unit of his/her affiliate to refer the grievance to a Board of Arbitration.
- (b) Within ten (10) teaching days of the receipt of the Superintendent's letter, the local unit executive shall notify the Superintendent that it wishes to refer the grievance to a Board of Arbitration and shall indicate the name of its appointee to the Board of Arbitration.
- (c) Within ten (10) teaching days of receipt of the above-mentioned letter, the Board shall notify the executive of its appointee.
- (d) The two (2) appointees shall meet within ten (10) teaching days to select an impartial chairman.
- (e) If the Board fails to name an appointee or if both appointees fail to select a chairman, the appointment shall be made by the Education Relations Commission.
- (f) The decision of a majority of the Arbitration Board is the final and binding decision of the Board, but if there is not a majority the decision of the chairman governs.
- (g) Each party shall pay:
  - i) the fees and expenses of its own appointee, and
  - ii) one-half ( $\frac{1}{2}$ ) the fees and expenses of the chairman.

- (h) The time limits fixed above may be extended by the consent of the parties.

ARTICLE XII - PROTECTION OF RIGHTS OF SEPARATE SCHOOLS

12:01           The provisions of this Agreement shall not be construed as to prejudicially affect the rights and privileges with respect to the employment of Teachers enjoyed by Roman Catholic and Protestant Separate School Boards under the British North America Act, 1867.

12:02           JUST CAUSE CLAUSE

- (i) No Teacher on permanent contract shall be dismissed, demoted, or disciplined except for just cause.
- (ii) Disciplinary action for denominational cause may be the subject of a grievance or arbitration.
- (iii) No termination or dismissal in respect of which a Board of Reference has been granted shall be the subject of a grievance or arbitration.

ARTICLE XIII - SABBATICAL LEAVE

Definition:

Leave, granted by the Board, to recognize Teachers who are giving outstanding service for purposes of study, enrichment, or research. Such leave shall be for a determined period of time with no loss of seniority or position.

Conditions:

1.           The duration of the leave shall be at the discretion of the Board but consistent with the program of studies outlined by the successful applicant.
2.           In order to qualify, a Teacher shall have a minimum of seven (7) continuous years of experience with the Board.

3. (i) All applicants shall be interviewed by a Committee of the Board. Such Committee shall recommend an applicant to the Board for approval using the following guidelines: (a) seniority, (b) outstanding service, (c) value of request to the Board, although not necessarily in that order.  
(ii) All applicants shall be notified in writing of the Board's decision.
4. Selection shall be made on an alternate basis, that is, one year an A.E.F.O. member, next year an .E.C.T.A. member. When no application is received in any one year from the unit whose turn **it** is, then preference should be given to the other unit with resumption of alternating choices beginning with the unit that forfeited the chance.
5. (a) Applications must be made in writing to the Superintendent in charge, no later than November 15. The **person(s)** who **is/are** selected shall be notified on or before January 31.  
(b) In the event that no application has been received by November 15 from the Affiliate whose turn **it** is, the respective affiliates will be notified and the application deadline for the other Affiliate will be extended to December 15.
6. A Teacher who accepts a Sabbatical Leave must remain with the Board for three (3) years after returning from leave. Such a commitment shall be in writing. In the event that a Teacher cannot fulfill the commitment, **he/she** shall pay to the Board 33% of the salary received during the leave for each year fewer than the three that **he/she** does not remain in the employ of the Board.
7. A Teacher on Sabbatical Leave shall receive the following **benefits** :
  - (a) 75% of the actual salary, excepting extra-assigned activities, and responsibility allowances where applicable. A maximum of an additional 25% may be withdrawn from the cumulative sick leave plan **if** desired;



- (b) a Teacher shall be guaranteed a teaching posit on in a schoo in the same community upon his/her return from the Sabbatica Leave. Position to be defined as Principal, V ce-Principal, Classroom Teacher, Consultant.
- (c) a Teacher on Sabbatical Leave is entitled to all employee benefits and to an increment, if applicable, for the year he/she is on leave.

ARTICLE XIV - FOUR OVER FIVE YEARS LEAVE OF ABSENCE

1. DESCRIPTION

The Four Years over Five Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years salary payments over a five (5) year period.

2. ELIGIBILITY

Any Teacher having three (3) years seniority with the Board may apply to participate in the plan.

3. APPLICATION

- a) A Teacher must make written app ication to the D rector of Education or the Superintendent of Schools on or before February 28th, requesting permission to participate in the Plan.
- b) Written acceptance, or denial of the Teacher's request with explanation, will be forwarded to the Teacher by May 25th in the school year the original request is made.
- c) If applications permit, the Board will accept a maximum of two (2) teachers per given year - One (1) from O.E.C.T.A. and one (1) from A.E.F.O. If a leave is not requested by one branch affiliate, it may be granted to the other branch affiliate. Leaves will be granted on the basis of seniority.

4. PAYMENT FORMULA

- a) During the first four years of the plan, the Board will deduct from each pay, 20% of the Teacher's gross salary for that pay period.

- b) The sums deducted in accordance with (a) above shall be placed in an individual savings account at a bank of the Board's choice. Such accounts shall be in the Board's name and identified to the individual Teacher.
- c) During the fifth year of the Plan, the Teacher shall be granted a leave of absence. While on leave, the Teacher will be paid the monies accumulated as of the commencement date of the leave in the account described in (b) above in accordance with the payment formula in 4:02 and all additional sums generated by the said account will be paid on the last instalment date. The Teacher on this leave, may also have the option of receiving 40% of his/her accumulated salary on the first pay period in September, and the remaining 60% on the first pay period in January of the year the leave takes place.
- d) The Board agrees that during any or all the five years the individual Teacher is participating in the Plan, employee benefits shall be maintained in accordance with Article V (5:01, 5:02, 5:03, 5:04) of the collective agreement as if the employee was being paid at 80% of his salary; the Board contributing 80% of its commitment under clauses 5:01, 5:02, 5:03 and 5:04 and the Teacher contributing the other 20%. In the case of Article V (5:05), this employee benefit will be maintained as if the employee was being paid 100% of his/her salary.

5.

POSITION ON COMPLETION OF THE LEAVE

- a) On return from a leave, a Teacher will be assigned to a position comparable to that he or she held prior to the commencement of the leave. If due to declining or changing enrolment patterns or a phasing out of a particular program, the Teacher's position no longer exists, his or her return will be governed by the appropriate terms of this agreement.
- b) Sick leave credits and experience will not accumulate during the year spent on leave, however, the Teacher will be credited with one year of seniority.

- c) No one will be granted a leave under this Plan who has been on a Sabbatical Leave and has not fulfilled all of the requirements of their previous leave.
- d) Teachers declared redundant while in the first, second or third year of the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned in the account described in 4(b). Repayment shall be made within sixty (60) days of the withdrawal from the Plan.
- e) Superannuation deductions are to be continued as provided by the Teachers' Superannuation Act, which is that the percentage rate stipulated in the Act, of the salary paid to the Teacher during the leave of absence is to be deducted, and upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of superannuation deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.
- f) A Teacher may withdraw from the Plan any time prior to February 28th in the year of the leave. Upon withdrawal, any monies plus interest accumulated in the account described in 4(b) will be repaid to the Teacher within sixty (60) days of notification of his/her desire to leave the Plan.
- g) In the event that a suitable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the leave for one year by so advising the Teacher prior to April 1st. In this instance, a Teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated in the account, described in 4(b), to the date of withdrawal. In the latter case, payment shall be made within sixty (60) days of the date of withdrawal.
- h) Should a deferral result in a leave being taken past the fifth year of the Plan, any monies accumulated by the terminal date of the Plan, will continue to accumulate interest until the leave is granted.

- i) Should a Teacher die while participating in the Plan, any monies accumulated, in the savings account mentioned in 4(b), at the time of death, will be paid to the Teacher's Estate.
- j) All Teachers wishing to participate in the Plan shall be required to sign the necessary form(s) supplied by the Board before final approval for participation is granted.

ARTICLE XV - JOB SHARING

1. Defined: Job-sharing is any situation under which a full-time Teacher accepts a reduction in employment, on a temporary basis, in respect of one or more years or school years. The shared position must be shared with a person who otherwise would not be employed in education or who otherwise would be employed in education on less than a full-time basis.
2. To qualify for job-sharing, a Teacher must:
  - (a) teach at least 40% of the day for a full school year, or:
  - (b) teach the equivalent of two or more days a week from September of a school year to June of the same school year, inclusive, or:
  - (c) teach from September to December of a school year on a full-time basis or, alternatively, from January to June of that same school year, on a full-time basis;
3. The Board will ensure that a teacher who accepts employment through job-sharing may return to a full-time position in a school in the same community (in accordance with seniority) in the month of September following the school year in which the teacher qualified for job-sharing as defined in Article (ii). Notification must be given to the Board prior to April 1 of the school year in which a teacher is employed in job-sharing for full-time teaching to begin the following September 1 of the next ensuing school year.

4. A full-time teacher who wishes a job-sharing position must notify the Board prior to April 1 preceding the September of the school year in which such teacher wishes to be employed in a job-sharing position.
5. Teachers who perform teaching duties through a job-sharing role shall:
  - (a) Have their salary, benefits, allowances, service and sick leave credits calculated as a pro-rated portion of the salary, benefits, allowances, service and sick leave credits such teacher would otherwise be entitled to if employed in a full-time position. This pro-rated calculation shall be determined in accordance with the time worked, the position occupied and the experience and qualifications of the teacher in question.
  - (b) Maintain all the rights and privileges enjoyed by the full-time Teachers notwithstanding paragraph (a) above.
  - (c) When a Teacher participates in the job-sharing program in one or more years including the year or school year immediately preceding his/her termination of employment by reason of retirement, any retirement gratuity payable to such Teacher under Article 7:10 of this agreement will be calculated as though such Teacher was employed on a full-time basis.
6. The Board shall comply with Article 14 of Regulation 423/84 under the Teachers' Superannuation Act, if any Teacher referred to in (ii) above wishes to accumulate full credit in the fund for the time of the job-sharing period. This job-sharing program shall not apply to Teachers in positions of responsibility.

ARTICLE XVI - CLASS SIZE

Effective 1987 10 01:

JK	- 17:1 (+3)	SK	- 19:1 (+3)
Primary	- 24:1 (+3)	Junior	- 28:1 (+3)
Intermediate	- 30:1 (+4)		

When any class exceeds the above ratios a classroom assistant shall be hired within 20 teaching days of excess being reported to superintendent **by** principal.

If any class exceeds the following ratios, the principal shall, within 20 teaching days of the reporting of the excess to the superintendent, reorganize such class in accordance with Regulation 262 to conform to these ratios:

JK	- 25:1	SK	- 27:1
Primary	- 33:1	Junior	- 34:1
Intermediate	- 35:1		

In cases where two levels are taught in the same class, the effective class size shall be that of the lower level.

Effective 1988 10 01:

Primary 1	- 22:1 (+3)	Primary 2	- 24:1 (+3)
Primary 3	- 24:1 (+3)	Intermediate	- 30:1 (+3)

ARTICLE XVII - PREPARATION TIME

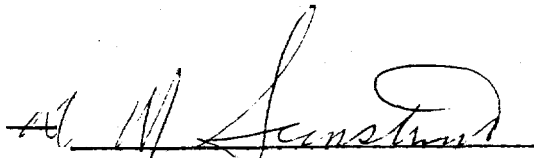
Effective 1987 09 01 each teacher, exclusive of those in a position of responsibility, shall have within each teacher's allotment of 1,500 minutes of teaching time, one hundred (100) of such minutes allotted to preparation time per week. In schools with fewer than 150 students preparation time may be pro-rated over a period of more than one week; e.g. 300 minutes over a three week period.

Under exceptional circumstances, e.g. field trips, where a teacher may be required to forego scheduled preparation time he/she shall be compensated **by** equivalent relief from non-teaching duties.


IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be signed in their respective names by the respective representatives thereunto duly authorized, as of this 10th day of June, 1987.

THE NORTH SHORE DISTRICT  
ROMAN CATHOLIC SEPARATE  
SCHOOL BOARD

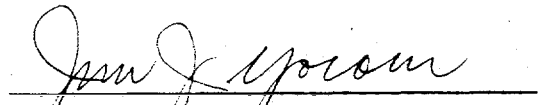
THE NORTH SHORE DISTRICT JOINT  
LOCAL ECONOMIC ADVISORY COMMITTEE

  
Chairperson

  
President O.E.C.T.A.


  
Secretary

  
President A.E.F.O.

  
Chairperson - Salary Negotiations  
Committee

  
Chairperson J.L.E.A.C.

(Official Seal.)

  
Chief Negotiator