

A THIS COLLECTIVE AGREEMENT dated this 1st day of September, 2000

BETWEEN:

**THE LAMBTON-KENT DISTRICT SCHOOL BOARD,
(hereinafter referred to as "The Board")**

as the Party of the First Part;

- and -

**THE MEMBERS OF THE :
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO employed by the Board,
(hereinafter referred to as "The Union")**

as the Party of the Second Part.

**ARTICLE 1
PURPOSE**

- 1.00 It is the purpose and intent of the Parties in this Collective Agreement hereinafter referred to as the Agreement to set forth the terms and conditions of employment together with salaries, allowances and benefits which govern the teachers who are covered by this Agreement and to provide the mechanisms for the orderly disposition of matters in dispute pertaining to this Agreement between the parties.

**ARTICLE 2
SCOPE AND RECOGNITION**

- 2.01 The employer being the Lambton Kent District School Board, hereinafter referred to as the Board, recognizes the Elementary Teachers' Federation of Ontario (E.T.F.O.) , hereinafter referred to as the Union, as the bargaining agent for all teachers employed by the Board in its elementary panel, including junior kindergarten through and including grade eight, save and except occasional teachers.
- 2.02 During the currency of this Collective Agreement, its terms shall be applicable to all teachers who are members of the Union and employed by the Board.
- 2.03 It is recognized that, on a date to be named by proclamation of the Lieutenant Governor, the Elementary Teachers' Federation of Ontario, hereinafter referred to as E.T.F.O., replaces the Federation of Women Teachers' Associations of Ontario and the Ontario Public School Teachers' Federation as a party to all proceedings, negotiations and collective agreements between the Parties.
- 2.04 The Union will inform the Board from time to time who is authorized to act on behalf of the Union.
- 2.05 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.
- 2.06 The Board recognizes the right of the Union to represent and to negotiate on behalf of all members employed by the Board as teachers of Continuing Education, as set out in the Education Act.

- 2.06.1 Continuing Education Programs provided by the Board consist of Summer School. The following rates of pay, which include vacation pay and statutory holiday pay, shall be a minimum of \$34.40 per classroom hour, or the current board rate, whichever is greater.
- 2.7 At any time during negotiations or procedures under this Agreement, either party may obtain assistance from one or more advisors, agents, counsel, or solicitors to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 UNION DUES AND ASSESSMENTS

- 3.01 Effective September 1, 1998, the Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at The Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, within 30 days, of any change in the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, Social Insurance Number, wages earned, days worked, wages for the period, amounts deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- 3.3 ETFO and/or the Bargaining Unit, 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 ETFO and/or the Bargaining Unit.

ARTICLE 4 RIGHTS AND RESPONSIBILITIES

- 4.01 It is the exclusive right of the Board to manage the operation and direct the working forces of the school system, and without limiting the generality of the foregoing, including the right:
- 4.01.1 to determine educational policies, procedures and practices under the Education Act and related statutes;
- 4.01.2 to dismiss, demote and discipline teachers for just cause;
- 4.01.3 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Elementary School system.
- 4.01.4 to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations;
- 4.01.5 to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and the class size, subject to the provisions outlined in the Education Act, Provincial Statutes and Provincial Regulations;
- 4.01.6 to create or designate a new position to be filled by a teacher who comes within the scope of this Collective Agreement.

No Penalty

- 4.02 The Board agrees not to penalize or discriminate against any teacher for participating in the

activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

Just Cause

- 4.03.1 No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the teacher in writing, within five (5) working days from the time the teacher is informed of any such action. The five (5) working days will be five (5) calendar days during the summer break.
- 4.03.2 Prior to the imposition of any of the actions listed in 4.03.1, there shall be a meeting held between the teacher and a Board representative to discuss the matter. The teacher shall have the right to have a representative of the Union present.

Terminations

- 4.04 The Board agrees that a teacher, who is to be dismissed for any reason, will be given written notice with written reasons in accordance with the Education Act and the Labour Relations Act.

Evaluations

- 4.05 Only supervisory officers, elementary principals and vice-principals who are members of the Ontario College of Teachers, shall evaluate a teacher's competence.
- 4.05.1 No other member of the Union shall be required or requested to evaluate a teacher's competence.
- 4.06 The Board shall provide the Union with the policy on, and regulations for, evaluations.
- 4.6.1 Teachers shall be evaluated in accordance with the policy and regulations on evaluations.
- 4.6.2 All evaluations shall be in writing, signed by the evaluator(s), with a copy to the teacher.
- 4.6.3 The teacher shall be given notice at least one instructional day prior to any formal classroom observation.

**ARTICLE 5
STAFFING**

- 5.1.1 Should the Board be unable to fill a new position or a vacancy from among the teachers covered by this collective agreement, including those who were terminated under Article 23 (Lay-Off and Recall) and including part-time teachers requesting full-time assignments, the Board shall give every opportunity to fill the vacancy or new position from among those occasional teachers on the Board's elementary occasional teachers' list who have applied for the position, provided they are qualified.

**ARTICLE 6
PROBATIONARY PERIOD**

- 6.01 There shall be a two (2) year probationary period for teachers.
- 6.02 For a teacher with one or more years of experience with another board who is hired by the LKDSB, the probationary period shall be one year.
- 6.03 Any period of service on probation shall not prevent, cancel, or retard any increase in salary as provided by the salary grid.

**ARTICLE 7
ACCESS TO INFORMATION**

Personnel Files

- 7.01 The only non-medical personnel file, respecting a teacher, shall be maintained in the Human Resources Department of the Board and shall be available and open to the teacher for inspection, in the presence of a Board Human Resources department officer, at any reasonable time during the regular working hours of the department.
- 7.02 Upon request, a teacher shall be entitled to a copy of any materials contained in her/his personnel file.
- 7.03 Where a teacher authorizes in writing, access to her/his personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 7.04 Upon request, teachers shall receive a copy of any materials placed in their personnel file.

Documents Respecting Performance or Conduct

- 7.05 Copies of any document, respecting the performance or conduct of a teacher, shall be given to the teacher within five (5) working days of the writing and filing of such document.

Signature Not Approval

- 7.06 The signature of a teacher, on any document respecting the performance or conduct of that teacher, shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 7.07 A teacher shall have the right to place material in her/his personnel file and have access to all materials in his/her file.
- 7.08 A teacher shall be entitled to append information, regarding possible inaccuracies or errors in documents, contained in the personnel file.

Adverse Material To Be Removed

- 7.09 Except for serious incidents, disciplinary material shall be removed from the teacher's personnel file after three (3) years and destroyed.
- 7.09.1 If the teacher requests, evaluations shall be removed from a teacher's file after three (3) years and returned to the teacher.

Access To Board Minutes

- 7.10 The Board shall provide to the Union copies of any public portions of agendas, minutes and support documents prior to all Board meetings.
- 7.10.1 The Board shall permit a teacher to inspect and make copies of minutes of all public meetings of the Board and public meetings of committees of the Board.

Data for Negotiations

- 7.11.1 The Board shall share with the Union all pertinent financial and staffing information affecting the negotiations process in a timely fashion.

- 7.11.2 On or about the end of September, the Union will be provided with a list of teachers who are on Leave of Absence and the Occasional Teacher substitutes.
- 7.11.3 Following the 30th of September, the Union will also be notified of each subsequent long term absence of any member and the Occasional Teacher replacement.

**ARTICLE 8
COPIES OF THE COLLECTIVE AGREEMENT**

- 8.1 Upon request, each member of the bargaining unit shall be provided with a copy of this Collective Agreement. Cost of production shall be shared by the two (2) parties. Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement at Board expense.

**ARTICLE 9
SALARY AND ALLOWANCES**

Credits and Contributions

On an annual basis, the Board shall provide to each teacher an employee profile notice setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances
- Benefit plan contributions
- Accumulated sick leave credits
- Deductions.

- 9.1.1 In addition to the annual notice, the Board will provide, within one month, a notice of any change in salary or qualification for category change.
- 9.1.2 Upon confirmation by the teacher, of the accuracy of information contained in the employee profile, the Board shall provide the Union with access to the information.

Method of Payment

- 9.02.1 Each teacher will receive a total of twenty-one (21) payments by direct deposit as follows: payment of 4% dated August 31
 1 payment of 4% dated August 31
 19 payments of 4% dated the fifteenth (15th) and the last instructional day of each month beginning September 15
 1 payment of 20% dated the last instructional day of July 9, 2001
 1 payment of 20% dated the last instructional day of July 9, 2001
- 9.02.2 A statement of wages, allowances and deductions shall be provided to the teacher for each pay period.

Grid Placement

- 9.03 .1 Teachers shall be paid in Category A until such time as they provide proof of a different category classification. Each teacher shall be paid at the rate appropriate to the teacher's teaching experience and the teacher's category classification as set forth on the following grid:

BASIC SALARY GRID

- 9.3.1 Effective September 1, 2000, the Teachers' Salary Grid shall be as follows:

Grid Step #1 – Effective September 1, 2000 (1.35%) - Elementary Teachers					
	A	A1	A2	A3	A4
0	\$ 28,3 44	\$ 31,4 99	\$ 33,3 21	\$ 35,4 90	\$ 37,4 73
1	\$ 30,4 22	\$ 33,6 84	\$ 35,6 57	\$ 37,9 80	\$ 40,1 67
2	\$ 32,4 98	\$ 35,8 69	\$ 37,9 93	\$ 40,4 69	\$ 42,8 63
3	\$ 34,5 75	\$ 38,0 55	\$ 40,3 31	\$ 42,9 59	\$ 45,5 59
4	\$ 36,6 52	\$ 40,2 40	\$ 42,6 68	\$ 45,4 49	\$ 48,2 53
5	\$ 38,7 29	\$ 42,4 25	\$ 45,0 05	\$ 47,9 40	\$ 50,9 49
6	\$ 40,8 08	\$ 44,6 11	\$ 47,3 44	\$ 50,4 29	\$ 53,6 45
7	\$ 42,8 82	\$ 46,7 96	\$ 49,6 79	\$ 52,9 19	\$ 56,3 37
8	\$ 44,9 59	\$ 48,9 81	\$ 52,0 17	\$ 55,4 09	\$ 59,0 33
9	\$ 47,0 38	\$ 51,1 67	\$ 54,3 54	\$ 57,9 00	\$ 61,7 29
10	\$ 49,6 79	\$ 53,3 52	\$ 56,6 92	\$ 60,3 89	\$ 64,4 23
11	\$ 53,3 52	\$ 53,3 52	\$ 56,6 92	\$ 62,8 80	\$ 67,1 20
Grid Step #2 – Effective February 1, 2001 (1.6%) - Elementary Teachers					101.60%

	A	A1	A2	A3	A4
0	\$ 28,7 97	\$ 32,0 03	\$ 33,8 54	\$ 36,0 58	\$ 38,0 73
1	\$ 30,9 09	\$ 34,2 23	\$ 36,2 27	\$ 38,5 88	\$ 40,8 10
2	\$ 33,0 18	\$ 36,4 43	\$ 38,6 01	\$ 41,1 17	\$ 43,5 49
3	\$ 35,1 28	\$ 38,6 64	\$ 40,9 77	\$ 43,6 47	\$ 46,2 88
4	\$ 37,2 39 \$40, 884	\$ 40,8 84	\$ 43,3 51	\$ 46,1 77	\$ 49,0 25
5	\$ 39,3 49	\$ 43,1 04	\$ 45,7 26	\$ 48,7 07	\$ 51,7 64
6	\$ 41,4 60	\$ 45,3 25	\$ 48,1 01	\$ 51,2 36	\$ 54,5 03
7	\$ 43,5 68	\$ 47,5 45	\$ 50,4 74	\$ 53,7 66	\$ 57,2 39
8	\$ 45,6 78	\$ 49,7 65	\$ 52,8 49	\$ 56,2 96	\$ 59,9 78
9	\$ 47,7 90	\$ 51,9 85	\$ 55,2 24	\$ 58,8 27	\$ 62,7 17
10	\$ 50,4 74	\$ 54,2 05	\$ 57,5 99	\$ 61,3 56	\$ 65,4 54
11	\$ 54,2 05	\$ 54,2 05	\$ 57,5 99	\$ 63,8 86	\$ 68,1 94

Grid Step #3 – Effective August 31, 2001 - Elementary Teachers

	A	A1	A2	A3	A4
0	\$ 28,9 50	\$ 32,1 73	\$ 34,0 34	\$ 36,2 50	\$ 38,2 75
1	\$ 31,0 74	\$ 34,4 05	\$ 36,4 20	\$ 38,7 93	\$ 41,0 27
2	\$ 33,1 94	\$ 36,6 37	\$ 38,8 06	\$ 41,3 35	\$ 43,7 81
3	\$ 35,3 15	\$ 38,8 70	\$ 41,1 95	\$ 43,8 79	\$ 46,5 34
4	\$ 37,4 37	\$ 41,1 01	\$ 43,5 82	\$ 46,4 22	\$ 49,2 86
5	\$ 39,5 58	\$ 43,3 33	\$ 45,9 69	\$ 48,9 66	\$ 52,0 39
6	\$ 41,6 81	\$ 45,5 66	\$ 48,3 57	\$ 51,5 08	\$ 54,7 93
7	\$ 43,8 00	\$ 47,7 98	\$ 50,7 42	\$ 54,0 52	\$ 57,5 44
8	\$ 45,9 21	\$ 50,0 30	\$ 53,1 30	\$ 56,5 95	\$ 60,2 97
9	\$ 48,0 45	\$ 52,2 62	\$ 55,5 18	\$ 59,1 40	\$ 63,0 51
10	\$ 50,7 42	\$ 54,4 94	\$ 57,9 06	\$ 61,6 82	\$ 65,8 02
11	\$ 54,4 94	\$ 54,4 94	\$ 57,9 06	\$ 64,2 26	\$ 68,5 57

- 9.03.2 Category definitions shall be those outlined by Qualifications Evaluation Council of Ontario (Q.E.C.O.) Certification Plan Five. Teachers will be placed in the appropriate category for salary purposes according to their Q.E.C.O. Certification Rating Statement.
- 9.03.3 No teacher presently employed by the Board shall be adversely affected by a Q.E.C.O. rating statement with regard to their category placement on the Basic Salary Grid in 9.03.1.
- 9.03.4 A teacher who qualifies for a change in category by reason of improved certification shall be placed in the appropriate position on the Basic Salary Grid as outlined in Article 9.03.
- 9.03.5 Where a teacher has reason to believe the teacher qualifies for a change in category placement, the teacher shall apply in writing along with the appropriate documentation to the Board.
- 9.03.6 If notice and documentation are received prior to December 31, the payment shall be retroactive to September 1.
- 9.03.7 If notice and documentation are received subsequent to December 31, but prior to June 15, the payment shall be retroactive to January 1.
- 9.03.8 Notwithstanding 9.03.5 and 9.03.7 above, a teacher shall not receive retroactive payment for category improvement for any period of time prior to completion of the qualifications. Completion of the qualifications is deemed to be the date when the last course(s) was/were completed.
- 9.03.9 It is the teacher's responsibility to provide certification of completion of the last course signed by the course instructor in order to receive retroactive payment.
- 9.03.10 No teacher shall be newly employed at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualifications, experience, and responsibility.
- 9.03.11 The Board reserves the right to withhold the annual grid advancement of any teacher who receives an unsatisfactory report of teaching ability based on an entire year's performance. The grid advancement may be withheld for a maximum of one (1) year. No adjustment is to be made for the period during which the grid advancement was denied. When the teacher's salary is calculated for the year following the year of withholding, he/she shall be credited with a full year of experience for the said year.
- 9.03.12 Should the Board wish to withhold the grid advancement of a teacher, notice in writing shall be given to the teacher prior to April 1 of the year.

Credit for Teaching Experience

- 9.04 The following shall apply for the purpose of determining the annual salary appropriate to a teacher's teaching experience.
- 9.04.1 Credit shall be given for all full-time, part-time, continuing education and experience in elementary or secondary schools or equivalent. Occasional teaching experience will be credited in accordance with the following clauses in Article 9.04.
- 9.04.2 Each year of teaching experience recognized under Article 9.04.1 will count towards the placement on the salary grid until the maximum salary is reached.

9.04.3

9.04.4 Full grid advancements shall be granted for each full year of successful teaching.9.04.5 Partial grid advancements shall be granted for successful teaching in consecutive months according to the following

9.04.5 Partial grid advancements shall be granted for successful teaching in consecutive months according to the following schedule:

1 month or more	=	<u>1</u> Grid Step 10
2 months or more	=	<u>1</u> Grid Step 5
3 months or more	=	<u>3</u> Grid Step 10
and so on to 9 months+	=	<u>9</u> Grid Step 10

9.04.6 Teaching experience, including occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit.

9.4.7 Casual (daily) occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall equal one-tenth of a year of credit.

9.04.8 In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

Credit for Related Experience

9.5.1 For the purpose of determining experience placement on the Basic Salary Grid, beyond the basic requirements for entrance to a teacher's college, related experience shall be defined as::

- teaching in other institutions such as universities, community colleges, adult basic education programs;
- business, professional, trade and/or technical experience;
- work in the area of early childhood education;
- as an Educational Assistant.

9.05.2 No teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Articles 9.03.2, 9.03.3.

Full Time - Part Year

9.06.1 Where a teacher is employed to work only part of the school year, the teacher shall be paid a salary in proportion that the number of days which the teacher is employed to work relates to the number of instructional days in the school year. 9.06.2

9.06.2 For a teacher who begins a full time assignment part way through a school year, the sick leave credits will be pro-rated from the start date.

Part Time Teachers

9.07 Teachers with less than a full-time assignment shall be paid pro rata based on their assignment percentage.

Extra Degree Allowance

9.08 For persons already receiving an extra degree allowance under predecessor board agreements, the allowance(s) will continue at the rate of \$750 per year.

9.08.1 Any teacher presently, or by June 1, 2001, enrolled in an extra degree program will receive the allowance they would have received (\$750) upon completion of the program, having supplied proof of attainment of the extra degree.

Teacher Consultant

9.9 Level 1 Consultant Allowance \$5500.00 above grid salary
Positions: Co-ordinator of Adult and Continuing Education
Co-ordinator of Special Education

Level 2 Consultant Allowance \$4500.00 above grid salary
Positions: Program Department Consultants
Information Technology Department Consultants

Level 3 Consultant Allowance \$3500.00 above grid salary
Positions: Secondments (short-term)
Special IProject Teachers (short-term)
Temporary or Acting Appointments

9.09.1 The teacher-consultants will be notified by April 30, if their positions are to be posted for the following school year so that time and consideration is available for re-assignment.

9.09.2 Following the role of teacher-consultant, teachers will be returned to a position similar to the one previously held and in the same geographical area as the one from which they came, or to a position mutually agreed upon by the teacher and the Board.

9.09.3 The teacher-consultant allowance is paid only while the teacher holds a consultant's positions

9.09.4 Following the role of teacher-consultant, teachers will be returned to a position similar to the one previously held and in the same geographical area as the one from which they came, or to a position mutually agreed upon by the teacher and the Board.

Payroll Deduction

9.10.1 At the request of the Union and with the authorization of the teacher, the Board may make the appropriate payroll deductions from a teacher's pay for the following purposes:

- Canada Savings Bond purchases
- Local Union Levy Group
- RRSP contributions
- Long Term Disability Premiums

- 9.11 The Board will provide the Lambton Kent ETFO Local with the Federal Employment Insurance Rebate to which the teachers are entitled under Federal E.I. Legislation.
- 9.11.1 The Union shall save the Board harmless with respect to any individual grievance filed by any member of the Union with respect to these funds.

ARTICLE 10 EXPENSES

Expense Allowances

- 10.01 A teacher covered by this Collective Agreement, with duties authorized by the Board that incur expenses, shall be reimbursed each month for out-of-pocket expenses upon presentation of appropriate receipts and documents.

Professional Development Expenses

- 10.02 With the exception of regular P.A. day expenses in the LKDSB, the Board, in accordance with Board policy, shall reimburse a teacher for expenses connected with educational or teaching conferences, conventions, workshops or courses attended by the teacher at the request of the Board.

Travel Expenses

- 10.03 The Board shall authorize payment of expenses, prior to acceptance of a position, whereby a teacher is required by the Board to travel between schools or other places of employment according to the rate per kilometer, in accordance with Board policy.
- 10.03.1 A teacher who is assigned to teach at two (2) or more locations on the same day shall be provided with adequate travel time, in addition to preparation time and lunch, and limited supervision duties will be assigned in either school on the days requiring travel by the teacher.

ARTICLE 11 WORKING CONDITIONS

- 11.01 The Board considers this to be management rights but agrees to the following:
- 11.01.1 When policies and procedures, which affect an elementary teacher's conditions of work, are being developed, the Board will consult with the teachers through the Superintendent charged with the responsibility for developing the procedures.
- 11.02 For the term of this collective agreement the following basic requirements will be in place:

Instructional Time

11.02.1 The school week for teachers shall consist of 1500 minutes composed of 1340 minutes of instructional time and 160 minutes of preparation time. Every effort shall be made to allocate preparation periods in blocks of time of not less than twenty (20) minutes. The teacher school week excludes the time allocated for recesses and lunch break.

School Year

11.02.2 The school year shall not exceed that required by the Acts and Regulations.

Extra- Curricular Activities

11.03 The Board and the Union agree that teachers make significant contributions to the life of the school beyond the classroom. The extent of a teacher's extra-curricular involvement is very individual and dependent upon that person's interest, skill and personal circumstance.

**ARTICLE 12
STAFFING**

12.01 Subject to the Education Act and Statutes and Regulations of the Province of Ontario, only certified members of the College of Teachers, in good standing, employed by the Board in accordance with this Collective Agreement, shall be assigned to teach elementary pupils.

12.02 Each elementary school student enrolled from Grade One to Grade Eight within the Board shall be deemed a Full Time Equivalent (F.T.E.) student. Each Junior Kindergarten and Kindergarten student attending half time shall be deemed as a .5 F.T.E. student.

12.03 In accordance with the Education Act, related Statutes and Regulations of the Province of Ontario, the Board agrees to staff elementary schools at the prescribed staffing ratios. The Union agrees that no grievance will occur if the Board allocation of staff is within 1% of the prescribed number of teachers on the Ministry Count date.

12.04 If the number of staff is outside of the range indicated in 12.03 the Board shall correct the situation by adding or deleting staff.

12.05 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, any applicable allowances, effective dates and, if it is a temporary vacancy, the probable duration.

12.06 The Board shall post in every school, and on the Board website, a notice of every new position and every vacancy at least five (5) school days before the position or vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union and to teachers who are entitled to recall under this collective agreement.

All postings shall include the title of the position, a job description, requisite experience if any, qualifications, any applicable allowances, effective date and, if it is a temporary vacancy, the probably duration.

12.07 The Board shall give first priority for any posted position to teachers covered by this collective agreement for new positions or vacancies provided they are qualified.

- 12.8 Central Staffing Committee shall be created, composed of members of the Union and the Board, to review and monitor Article 12. Meetings will be held at least twice yearly. Additional meetings may be called by either party.
- 12.9 The superintendent, with the responsibility for making the decisions for elementary staffing and transfers, will work with the Central Staffing Committee of teachers and administrators regarding the allocation of teachers to elementary schools. The Union shall appoint the teachers to said committee.
- 12.10 Examples of issues to be discussed by this committee include:
- Transfers
 - Class Size
 - Allocation of the teaching complement;
 - Process of surplus and lay-off

ARTICLE 13
OCCUPATIONAL HEALTH AND SAFETY

- 13.00 The parties agree to implement the guidelines for the Structure and Function of the Joint Workplace, Health and Safety Committee as agreed between the Board and the teachers in the Union, as revised June 1, 1998 or as amended by the parties. Both parties agree that no items contained in the guidelines for the structure and function of the Joint Workplace Health & Safety Committee are grievable under this Collective Agreement.
- 13.01 The parties agree to implement the Guidelines for the "Structure and Function of the Joint Workplace, Health and Safety Committee" as agreed between the Board and the teachers in the Union, as revised June 1, 1998 or amended by the parties. Dispute resolution will be in accordance with Article 10.6 of the Guidelines.

ARTICLE 14
BENEFIT PLANS

- 14.01.1 Participation in the following benefit plans is compulsory for all Lambton Kent Elementary Teachers' Federation of Ontario (LKETF) members, with the exception of those who have similar coverage through a spouse. Part-time teachers are permitted to participate on a pro-rata basis.
- 14.01.2 Ontario Hospital Insurance Plan.
- 14.01.3 Major Medical Plan comparable to Policy 32150GH of Great West Life, providing prescribed drugs and services with no deductible.
- 14.01.4 Group Life Insurance Plan comparable to Policy 32150GL of Great West Life, providing coverage of 3 times basic salary to a maximum of \$135,000.

- 14.01.5 Accidental Death and Dismemberment comparable to Policy 6998383 of Citadel General Assurance Company, providing coverage of 3 times basic salary to a maximum of \$135,000.
- 14.01.6 Dental Care Plan comparable to Policy 32150GH of Great West Life, providing reimbursement at O.D.A. rates being three years below current:
 - 14.01.6.1 Basic treatment limited to \$1,500 per person annually;
 - 14.1.6.2 Major restorative procedures on a 50% co-insurance basis, to an annual maximum of \$2,000 per person;
 - 14.01.6.3 Orthodontics on a 50% co-insurance basis to a life-time maximum of \$2,000. Enrolment in the aforesaid plan is compulsory for all employees with the exception of those who have dental coverage through a spouse.
- 14.01.7 Vision Care Plan comparable to Policy 32150GH of Great-West Life, providing service to a maximum of \$200 over two calendar years.
- 14.01.8 Hearing Care Plan comparable to Policy 32150GH of Great-West Life, providing service to a maximum of \$300 over two calendar years.
- 14.2 The Board shall contribute at the rate of 85% of the total premium cost of those teachers enrolled in the Benefit Pool in Article 14.01.
- 14.3 The teachers shall contribute at the rate of 15% of the total premium cost of the Benefit Pool plans (Article 14.01) in which they are enrolled, and this contribution shall be assigned toward the taxable benefits.
- 14.04 The Board shall also make available, at the teachers' option and cost:
 - 14.04.1 Semi-Private Hospital Plan comparable to Policy 32150GH of Great West Life;
 - 14.04.2.1 Optional Group Life Insurance in segments of \$10,000 to a maximum of \$250,000 comparable to Policy 13340G0L of Great West Life.
 - 14.04.2.2 Those teachers who cease to smoke shall, at the expiration of 12 full months, be given the opportunity to change rate status accordingly. The effective date of the change shall be based upon Insurance Company approval.
 - 14.04.2.3 Teachers who are newly hired to the system shall be given the opportunity to obtain Optional Group Life Insurance at the time of sign-up; however, the Insurance Company shall determine the effective date.

Long Term Disability Plan

- 14.05 Long term disability benefits shall be provided as per present plans in Lambton and Kent.
 - 14.05.1 LTD premiums are paid by Union members through payroll deductions.

14.05.2 A teacher absent from work and receiving LTD benefits maintains his/her employment with the Board and the period of absence is an authorized LTD leave of absence. During this period, the teacher continues to accrue seniority.

14.05.3 The Board shall continue the benefits of a teacher on LTD at 100% cost to the teacher.

Retirement and Leave of Absence Benefits

14.06 Members of the Union who retire on any pension offered under the Teachers' Pension Plan shall be granted the option of participating in any of the benefits listed in Article 14.01 until reaching the age of sixty-five (65) provided he/she pays 100% of the premium cost. It is understood that specifications and conditions affecting the plans are subject to change and Life Insurance including Group Life and A.D.& D. coverage cannot be increased after retirement.

14.06.1 A member of the Union on a Leave of Absence approved by the Board, may continue to participate in all benefits outlined in clauses 14.01, and 14.04 that the member had prior to the leave. The Board shall administer all such plans and the member shall be responsible for one hundred per cent (100%) of the premium cost unless stated otherwise elsewhere in this agreement.

Benefits for Surviving Spouses/Dependants

14.07 If allowed by the Carrier, the surviving spouse and/or dependants of a deceased teacher shall be entitled to continue individual or family coverage as the case may be in the Board's Group Insurance plans in Article 14.01 for a period of three (3) months at board/employee shared cost. After three months, the surviving spouse and or dependants shall be entitled to continue coverage at 100% cost to the surviving spouse/dependant until age 65.

Registered Retirement Savings Plan

14.8 The Board agrees to make constant monthly deductions from the salary of those employees who choose to participate in the Union's R.R.S.P. known specifically as Investor's Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

14.08.1 Participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) days' notice; and

14.08.2 That the Union agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

Workplace Safety and Insurance

- 14.09 When a teacher is eligible for an receives approval of claim by the Workplace Safety and Insurance Board of Ontario, the Board will ensure that the teacher does not suffer a net loss in pay during the time away from work.
- 14.09.1 There shall be no deduction of Sick Leave Credits from the teacher.
- 14.9.3 The Board shall not terminate the employment of any teacher because the teacher is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

Benefits Committee

- 14.10 An on-going committee of four representatives from each party shall continue to monitor the best use of the benefit dollar and make recommendations to the Union Executive and the Board.

ARTICLE 15 CUMULATIVE SICK LEAVE

Sick Leave Account

- 15.01 The Board shall administer a sick leave plan and maintain a sick leave account for each teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.
- 15.02 Where a teacher of another Board becomes a teacher of this Board, he/she shall be entitled to have placed to his/her credit the sick leave credits accumulated in the plan of the Board by which he/she was previously employed, provided no service gratuity or other benefit in respect to Cumulative Sick Leave was received from his/her former employers.

Sick Leave Credit Accumulation

- 15.03 On the first day of each school year a full-time teacher shall be credited an allowance of twenty (20) days sick leave and for the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year. The sick leave credits for each teacher will be carried forward to the Lambton Kent District School Board from the boards in existence prior to January 1, 1998.
- 15.4 Where a teacher commences employment after September 1 of any year, the Sick Leave of twenty (20) days shall be pro-rated
- 15.05 Cumulative Sick Leave may be used totally or partially in any year, together with the usual twenty (20) days allowance for the current year.
- 15.06 Sick Leave Credit may be accumulated with no maximum.
- 15.06.1 After five (5) consecutive days absence caused by sickness the Board may require a certificate from a duly qualified medical practitioner or dentist is furnished, certifying the inability of the teacher to attend to his/her duties. Nothing in the foregoing shall prohibit the Board from

requiring a teacher to submit such a certificate following any period of absence should the Board believe the circumstances warrant it.

Modified/Rehabilitative Work

- 15.7 The parties agree that modified/rehabilitative work makes a valuable contribution to a more rapid recovery after an injury or illness has occurred. The parties shall work in a co-operative approach to establish modified work, either on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.
- 15.08 The sick leave account for each teacher shall be debited one day for each day of absence due to illness.
- 15.09 Deductions shall be made from the sick leave credit account only for personal illness (mental or physical) or physical disability.

Sick Leave Credit Gratuity

- 15.10 Sick Leave Credit Gratuity will be calculated and paid when a teacher retires from employment of the board on pension under the Ontario Teachers' Pension Plan.
- 15.10.1 The maximum amount of the gratuity paid under the Education Act is fifty per cent (50%) of the Basic Grid annual salary.
- 15.10.2 The amount of the Sick Leave Credit Gratuity shall be calculated as follows:
- $$\frac{a}{200} \times \frac{b}{20} \times \frac{c}{2} = \$ \text{ (Retirement)}$$
- a = Cumulative Sick Leave to a maximum of two hundred (200) days at time of retirement;
- b = Years of Service with the Board or its predecessors, as a teacher, to a maximum of twenty (20) years;
- c = Basic Grid Annual Salary at time of retirement.
- 15.10.3 The sick leave credit gratuity may be paid in a lump sum at the time of retirement if the teacher requests lump sum in writing to the Board prior to January 31st of the year of retirement.
- 15.10.4 Failing request for lump sum, the gratuity will be paid over a five-year period in five (5) equal instalments commencing in the year of retirement. If death occurs before payment of the final instalment, the outstanding balance will be paid in lump sum to the estate.
- 15.10.5 A teacher who defers the Ontario Teachers' Pension is not entitled to receive the Sick Leave Credit Gratuity.
- 15.10.6 If death occurs before retirement and the teacher was eligible to receive a pension under the conditions of the Ontario Teachers' Pension Plan, and whose age and service total 85 years, then a gratuity shall be paid in a lump sum to the estate of the deceased.

ARTICLE 16
LEAVES OF ABSENCE

- 16.01 No teacher shall be absent from school during school hours, except in the case of illness, without the consent of the Principal, who shall report the absence to the Superintendent concerned. A "Request for Absence of Teacher" form is required for all absences stating the section of the Collective Agreement which applies, in the explanation section of the form. In emergency situations, a telephone notification will suffice provided the Request for Absence form is completed upon return to work.
- 16.2 Upon request, a teacher on leave of absence without pay shall be provided with such information as will enable the teacher to pay full premiums for the benefits outlined in Articles 14.01 and 14.04 to ensure uninterrupted employee benefits for the period of the leave if the teacher so desires.
- 16.3 Deductions from sick leave credits will be made for illness only.

Leaves Without Pay

- 16.04 A teacher may be granted a leave of absence without pay.
- 16.04.1 The Board may grant a leave of absence without pay in the following instances and pay will be deducted as follows:
A full day's pay = Annual Salary x $\frac{1}{\text{\# of instructional days in school year}}$
- 16.04.2 A leave for attendance in Court where the teacher is a party to the action.
- 16.04.3 For an Extended Leave of Absence (see Article 16.04.6)
- 16.04.4 For a Public Office Leave (see Article 16.04.8)
- 16.4.5 A leave, necessitated by exceptional circumstances, may be granted by the Director of Education.

Extended Leave of Absence

- 16.4.6 Upon written request, an extended leave of one (1) school year may be granted to a teacher who has completed at least five (5) years of continuous teaching employment with the Board subject to the following provisions:
- The request must be received by April 8 of the year in which the leave is to begin;
 - A qualified replacement acceptable to the Board is available;
 - The leave shall be without pay. Leave granted under this clause is not permissible if extended leave has been granted under any other clause of this Agreement within the three (3) year period prior to application.
 - Requests will be considered in order of receipt.

If the teacher granted leave under this clause enters into any teaching or related employment during the term of the leave, the Board shall determine whether the experience so gained shall qualify as equivalent teaching or related experience for salary purposes under Article 10.

The teacher shall be returned to the same or similar position at the same level of responsibility and at the same school as that from which the teacher took leave, unless the teacher's position has disappeared. The school specific position will be held for two(2) years.

Written acceptance or denial of the request with an explanation will be forwarded to the teacher by May 15 in the school year that application is made.

16.04.7 A teacher on leave under this clause may request an extension of the leave for a maximum of one(1) year. Provisions for benefit participation during the leave of absence and seniority are provided elsewhere in this Agreement. (Ref: Articles 22:01 and 14.06)

Public Office Leave (Provincial or Federal).

16.04.8 Employees elected or appointed to councils, boards, commissions and/or committees or to other such organizations, leaves will be granted as per Board policy

Leave With Cost of Supply

16.05 A two (2) day leave may be granted for personal circumstances provided there is no disruption to program, with the exception of extending a vacation period.

Leave With Pay

16.06 A teacher shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth. During the leave a teacher shall continue to accumulate credit for seniority and teaching experience.

Family Care Leave

16.6.1 Leave for up to three (3) days shall be granted to attend to the serious illness, medical treatment meeting or legal obligation for a family member or close personal friend.

Bereavement Leave

16.06.2 A leave for up to five (5) days for a death in the family or for a person who stands in the place of a family member, or close personal friend.

16.6.3 A leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent. This also applies to lesser kin living in the same home.

16.6.4 A one (1) day leave for the purpose of attending a funeral In support of a grieving close personal friend or relative not covered in 16.06.2 or 16.06.3

Personal Medical Leave

16.06.5 Leave for up to three (3) days shall be granted to attend to serious, non-discretionary medical treatment(s) for the teacher.

Parenting Leave

16.06.6 A leave of up to two (2) days for the birth or adoption of a teacher's child.

School Business Leave

16.06.7 A leave for approved school business.

Writing Exams Leave

16.06.8 A one (1) day leave for writing University, Trades, or Post Secondary examinations.

Court Leave

16.06.9 A leave for attendance in court as a subpoenaed witness, where the teacher is not a party to the action, or for jury duty, provided that witness fees or jury fees received be turned over to the Board.

Quarantine Leave

16.06.10 A leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to her/his duties.

Wedding Leave

16.06.11 A one day leave may be granted for a teacher's own wedding or the wedding of a son/daughter.

Graduation Leave

16.06.12 A one (1) day leave may be granted for a teacher's own graduation

Changes In Terms of Leave

16.06.13 Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the teacher and the Board.

Extension of Leave

16.07 A leave for up to five (5) days in addition to any leave(s) granted under Article 16.05 or 16.06 may be granted by the Director of Education for extenuating circumstances

ARTICLE 17
PREGNANCY / PARENTAL LEAVE

17.01 A teacher may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act.

Extended Pregnancy/Parental Leave

17.02.1 A teacher may request and the Board shall grant an Extended Pregnancy/Parental Leave provided that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave, and provided that the extended leave period terminates immediately prior to the beginning of a school term.

- 17.02.2 For the purpose of this clause, the school year shall consist of three (3) terms, and the maximum leave shall be two (2) years.
- 17.02.3 The teacher who takes an Extended Pregnancy/Parental Leave under this clause shall be granted benefits in accordance with Article 14 with the Board continuing to pay its share of premium costs for a period of twelve (12) months.
- 17.02.4 The teacher is required to stipulate the date on which the teacher will resume duties on the Request for Leave of Absence Form. A change to the return to duty date can be mutually agreed between the Board and the teacher.
- 17.02.5 Upon return to duty, the teacher shall:
- 17.02.5.1 Return to the same position at the same level of responsibility and at the same school as that from which leave was taken, if such position is available;
- 17.02.5.2 Return to a comparable position at the same level of responsibility at the same school if the teacher's position no longer exists subject to the Board's Transfer Policy and Regulations;
- 17.02.5.3 Retain all rights and benefits, and
- 17.02.5.4 Be placed on the Basic Salary Grid according to years of teaching experience and certification.

Adoption Leave

- 17.03 All entitlements under Pregnancy/Parental Leave shall apply to adoption leave. Such leave refers to the coming of a child into custody, care and control of the parent for the first time. A teacher whose child comes into her/his custody, care and control sooner than expected, may commence leave immediately.

Benefits During Pregnancy / Parental Leave

- 17.04.1 For the duration of the statutory Pregnancy / Parental Leave in accordance with the current Employment Standards Act, the Board will continue the employee's benefits at the Board's rate of premium subsidization.
- 17.04.2 Teachers on Extended Parental Leave may continue their benefit plans beyond twelve months by paying 100% of the benefit costs on a monthly basis.

Supplementary Employment Benefit

- 17.4.3 The Board shall provide for teachers on Pregnancy or Adoption Leave a Supplementary Employment Insurance Plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the E.I. benefit that would be payable to the teacher each week of the benefit period.

Pregnancy Related Illness

- 17.04.4 A teacher who suffers a pregnancy related illness or disability shall be entitled to use paid sick leave or disability, and will not be required to use pregnancy or parental leave or Supplementary Employment benefits unless she so elects. Appropriate medical documentation may be required (Article 15.07.2)
- 17.04.5 The right to elect to use paid sick leave shall apply regardless of whether or not the teacher has already applied for a pregnancy or parental leave.

**ARTICLE 18
CHILD CARE LEAVE**

- 18.01 Upon request, a teacher shall be given an unpaid child care leave for up to two (2) years.
- 18.02 The teacher will be allowed to continue in the benefits plan under Article 14 at full cost to the teacher.
- 18.03 A teacher shall continue to accrue seniority during a child care leave to a maximum of two (2) years.
- 18.04 When a leave, or a combination of leaves, has been extended beyond two (2) years, that teacher's position shall be deemed vacant. Teachers will be re-appointed upon return to a similar position for which they are qualified.

**ARTICLE 19
DEFERRED SALARY LEAVE PLAN**

Teacher Funded Leave Plan

- 19.01.1 ***Description***
The plan has been developed to afford teachers the opportunity of taking a one (1) year leave of absence with pay by spreading:
 - three years' salary over four years;
 - four years' salary over five years; orfive years' salary over six years.
- 19.01.2 ***Qualifications***
Any teacher having five (5) years' seniority with the District School Board and/or its predecessor boards is eligible to participate in the plan.
- 19.01.3.1 ***Application***
A teacher must make written application to the Director of Education or his/her designate, on or before January 31 requesting permission to participate in the plan.
- 19.01.3.2 The application form shall set out the period in which the plan is to be effected and the

school year in which the teacher requests the leave.

- 19.01.3.3 Applications are to be processed in order of receipt by the Director of Education or his/her designate.
- 19.01.3.4 Written acceptance or denial of the teacher's request with an explanation will be forwarded to the teacher by April 1 in the school year the application is made.
- 19.01.3.5 Approval of individual requests to participate in the plan shall be at the sole discretion of the Board.

Terms of Reference

- 19.01.4.1 Leave granted under this clause is not permissible if extended leave has been granted under any other clause of this Agreement within the three (3) year period prior to application.
- 19.01.4.2 The teacher shall return to the same position if it still exists or a similar position if it does not, at the same level of responsibility and at the same school as that from which the teacher took leave, unless the position has disappeared, subject to the Boards' Transfer Policy and Regulations.
- 19.01.4.3 On return from leave, the teacher shall be placed on the salary grid in the same position as if he/she had not taken the leave.
- 19.01.4.4 No teacher's position on the Seniority List relative to other teachers shall be changed due to the teacher participating in this plan.
- 19.01.4.5 Sick leave credits will not accumulate during the year spent on leave.
- 19.01.4.6 Pension Plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the Policies of the Teachers' Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any further arrangement with the Teachers' Pension Plan Board.
- 19.01.4.7 A teacher may withdraw from the plan any time prior to taking the leave of absence provided that the teacher informs the Board on or before April 1 of the school year in the year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the teacher within sixty (60) days of notification of the teacher's desire to leave the plan.
- 19.01.4.8 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 provided that the teacher is notified on or before April 1 of the school year prior to the leave year. In this instance, a teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

- 19.01.4.9 Should deferral result in a leave of absence being taken past the last year of the plan, any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence is granted.
- 19.01.4.10 Should a teacher die while participating in the plan, any monies accumulated plus interest owed at the time of death will be paid to the teacher's estate.
- 19.01.4.11 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. The form of contract shall be agreed to by the Board and the Union.

19.01.5.1 **Payment Formula**

During the term of the plan, a participating teacher will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Teaching Period</u>	<u>Leave Period</u>
Four Years	75.0%	25.0% + interest*
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

*Interest will be earned on the portion withheld and will be paid annually.

- 19.01.5.2 During the leave year, the salary deposits made in 19.01.1 above, plus any additional interest earned, shall be paid to the teacher.
- 19.01.5.3 The Leave of Absence shall be taken in the last year of the term selected, subject to 19.01.4.7, 19.01.4.9.
- 19.01.6 Teachers currently on the Teacher Funded Leave Plan shall be given the opportunity to switch to one of the other options, subject to Teachers' Pension Plan and income tax regulations and at the teacher's initiation.

**ARTICLE 20
UNION LEAVE**

- 20.01.1 At the request of the Union, the Board shall grant full-time release time to the person(s) named by the Union, up to a maximum of three (3)
- 20.01.2 The person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.

- 20.01.3 Release time granted will be on the basis of the Union reimbursing the Board for the full release time person(s). The cost of this release time shall be as the minimum of Category A.
- 20.02 In addition to the persons released in clause 20.01.1, at the request of the Union, the Board shall release members of the bargaining units negotiating team from teaching duties. The Board will allow to the Union the equivalent of twenty (20) teaching days release time per school year at Board expense to be used for purposes related to negotiations. Should the Union require more than twenty (20) days mentioned above, the Board shall provide further leave and the Union shall indemnify the Board with respect to its actual costs, if any, in replacing any teacher released for these purposes.
- 20.03 In addition to the persons released in clause 20.01.1, the Board shall grant further release time from teaching duties for additional members of the Union, to a maximum of thirty (30) days per school year. The Union shall reimburse the Board for its actual replacement costs if any. The teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- 20.04 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority and teaching experience during the period of leave.
- 20.05 A teacher returning from a Union leave has the right to be reassigned to the same or similar position held prior to going on leave, subject to the Board's Transfer Policy and Regulations. The school specific position will be held for two (2) years. When a leave has been extended beyond two (2) years, that teacher's position shall be deemed vacant. Teachers will be re-appointed upon return to a similar position for which they are qualified.

ARTICLE 21
SEVERANCE ALLOWANCE

- 21.01.1 The Board will pay severance to an employee who is offered a severance package to leave the employ of the Board,
- 21.01.2 The amount of severance will be in accordance with the Employment Standards Act.

ARTICLE 22
SENIORITY

- 22.01 A teacher covered by this Collective Agreement shall accumulate seniority throughout each period of employment as a teacher in the bargaining unit with the Board. Full seniority shall be accumulated without regard to whether employment is full time or part time, and throughout all leave periods.
- 22.02 Seniority accumulation shall be rounded up to the nearest 1/10 year.
- 22.03 Where seniority in 22.01 is equal, the relative seniority status of each teacher will be determined by the following factors:
- 22.03.1 Total employment as a teacher with the Board and its predecessors in the elementary panel; and where that is equal
- 22.03.2 Total employment as a teacher with the Board and its predecessors in the secondary panel; and where that is equal
- 22.03.3 Other employment as an elementary teacher in Ontario; and where that is equal
- 22.03.4 Lot conducted jointly by the parties.

Seniority List

- 22.04.1 On or before November 1 and on or before March 1, a seniority list shall be drawn up by the Board and shall be made accessible at each Elementary work site, and provided to the Union. The list shall include the seniority status of every teacher covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every teacher respectively, as determined and accumulated in accordance with the above provisions.
- 22.04.2 The seniority list shall be reviewed and amended at the written request of either party or as may be necessary from time to time when an additional teacher is employed or the employment of a teacher is terminated.
- 22.04.3 Notice of such amendments made to the seniority list shall be provided in writing to the Union as they occur.

ARTICLE 23
LAYOFF AND RECALL

Notice of Possible Lay-Off

- 23.1 On or before April 15 of each school year, the Board shall issue a confidential notice in writing to the Union as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year as determined by the staffing levels.
- 23.02 Whenever the Board issues such a confidential notice, the total FTE teachers and the total number of actual teachers to be laid off shall be identified.

Order of Lay-Off

- 23.03 Teachers shall be laid off in reverse order of seniority.

Individual Notice

- 23.4 By April 30, teachers who may be laid off shall receive in person or by registered mail, from their immediate supervisor, a written notice stating the effective date and the reasons therefore. Such notice shall be received by the teacher at least one school day in advance of any publication of the list.

Recall

- 23.05 A teacher who has been laid off shall have and shall retain for a period of two (2) years the following rights:
- 23.05.1 To be recalled to a position on the basis of seniority provided the teacher is qualified or becomes qualified before the date the teacher is required to take the assignment in order to meet program needs. (Program needs are identified by the Board and consist of specific teacher qualifications needed for the position.)
- 23.05.2 To continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total cost of such plans.
- 23.06 A teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 23.07.1 If a teacher cannot be contacted, a recall notice shall be sent by registered mail to the last known address of the teacher.
- 23.07.2 It shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.
- 23.08 A teacher who chooses not to accept recall shall lose the right of recall unless the Board approves of the reasons for non-acceptance.
- 23.09.1 A teacher who has the right of recall as provided in Article 23.05 and who is not recalled within the prescribed time limit shall be paid severance pay in accordance with the Employment Standards Act.

- 23.9.2.1 A teacher may elect to receive severance pay upon termination of employment, in which event all rights of recall shall be forfeited.
- 23.10 Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- 23.11 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are teachers who had full time assignments with recall rights and greater seniority.

Leave for Upgrading or Retraining

- 23.12.1 Upon request by the teacher and with approval of the Board, a teacher who would otherwise be laid off may be granted leave of absence of up to two (2) years for educational upgrading to become qualified to teach in areas in which teachers may be required by the Board.
- 23.12.2 Upon expiry of the leave the teacher shall be given any position for which the teacher is qualified which is held by a teacher with less seniority; otherwise, the teacher shall be laid off.

**ARTICLE 24
PART-TIME ASSIGNMENTS**

Definition of Teacher on Part-Time Assignment

- 24.01 A teacher on part-time assignment is a teacher employed on a regular basis for other than full-time assignment.

Part-Time to Full Time

- 24.02 The Board may hire teachers on a part-time basis.
- 24.03 The part-time assignment will be specified at the time of hiring or placement and will include the percentage of a full time assignment.
- 24.4 A teacher with a part-time assignment who, prior to March 31, requests a full-time assignment commencing the following school year will be treated as a full-time teacher for purposes of staffing, and be given a full-time assignment, subject to the lay-off procedures in Article 23.

Part-Time Leave

- 24.05.1 A teacher with a full-time assignment who, prior to March 31, requests a part-time leave commencing the following school year may have the request granted.
- 24.05.2 A teacher who requests and is granted a part-time leave for a specified period may return to a full-time assignment at the end of the leave period, if available.
- 24.5.3 A teacher may apply prior to March 31 for an extension of the teacher's part-time leave and such extension may be granted.

24.05.4 On return to a full-time assignment, the teacher has the right to continue to be a member of the staff of the school in which the teacher had a part-time assignment, if a full time position is available in that school.

Salary

24.06 A teacher on part-time assignment shall be paid according to the Basic Salary Grid in Article 9 in this Collective Agreement, pro-rated.

Sick Leave

24.07.1 A part-time teacher shall have sick leave days pro-rated for the school year and shall be allowed to accumulate them.

24.07.2 The total credit shall be given on September 1.

Benefits

24.08 A teacher on part-time assignment shall have the right to participate in all benefit plans. The benefit premiums for part-time teachers shall be calculated pro rata of full time.

Experience Credit

24.09 Grid advancement for part-time teachers will be on the basis of:

1 month+	=	<u>1</u>	Grid Step
		10	
2 months+	=	<u>1</u>	Grid Step
		5	
and so on to 9 months+	=	<u>9</u>	Grid Step
		10	

Seniority

24.10 The seniority for part-time teachers shall be calculated as though they were full time.

Preparation Time

24.11 A teacher on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day.

Scheduling of Assignments

24.12.1 For a teacher on a part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the teacher has agreed to teach.

24.12.2 The Board may schedule assignments non-consecutively only with the consent of the teacher.

ARTICLE 25
GRIEVANCE PROCEDURE

Definitions

- 25.1.1 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- 25.01.2 A "party" shall be defined as:
- the Union
 - the Board
- 25.01.3 A "day" shall mean regular work days unless otherwise indicated.
- 25.02 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance and arbitration procedure.

Complaint Stage

- 25.03 A teacher, with the concurrence of the Union, may initiate a complaint within fifteen (15) days of the teacher becoming aware of the circumstances giving rise to the complaint. The complaint would be made to the immediate supervisor, the Principal in the case of all teachers, who shall answer the complaint in writing within five (5) days after receipt of the complaint.

Grievance Procedure - Individual

- 25.4 In the case of a grievance by the Union on behalf of one of its teachers, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Union, within ten (10) days the Union may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- a description of how the alleged dispute is in violation of the Collective Agreement; and
- the clauses in the Collective Agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the Union.

Step 2

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days. The Union may be accompanied at the meeting and have the grievance presented by a Union Member of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

Step 3

If the reply of the Board is unacceptable to the Union, the Union may then apply for arbitration within twenty (20) days of the receipt of the reply.

Grievance Procedure - Party

25.05 In the case of other grievances by a party, (including those on behalf of a group of teachers, an individual teacher, a retired teacher or a deceased teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The party making the grievance may make a written grievance to the Director of Education or President of the Union, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- a description of how the alleged dispute is in violation of the Collective Agreement; and
- the clauses in the Collective Agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the party making the grievance.

Step 2

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by an ETFO Member of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

Step 3

If the reply of the President of the Union or the Director or designate of the Board, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

Grievance Mediation

25.06.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be

reached.

- 25.06.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- 25.06.3 Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

Arbitration

- 25.07 The party desiring arbitration shall 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. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 25.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding on both Parties.

Cost Of Arbitration

- 25.09 The fees for a single Arbitrator, or a Chairperson of a board of Arbitration, shall be shared equally by the parties.
- 25.10 Time restrictions may be extended if mutually agreed in writing.

No Reprisals

- 25.11 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 25.12 Should the investigation or processing of a grievance require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits. The cost of the supply teacher shall be paid by the Union.

**ARTICLE 26
STRIKE OR LOCKOUT**

Strikes and Lockouts

- 26.00 The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this Collective Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

**ARTICLE 27
UNION REPRESENTATIVES**

- 27.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- 27.02 In order to conduct Union business, the Board shall provide the Union with access to the Board's internal mail courier service and the Board's electronic mail service
- 27.03 The Board shall provide to the Workplace Steward in each school or workplace access to a telephone in a private location and a photocopier provided expenses for long distance calls and photocopier costs are paid by the Union.
- 27.04 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 27.05 The Union shall have access to its members for Union business at all schools and workplaces during non-instructional time.
- 27.06 The Board shall make available at each workplace, in an accessible location, a copy of the Policies and Regulations of the Lambton Kent District School Board, and their revisions

**ARTICLE 28
PROFESSIONAL DEVELOPMENT**

Professional Development

- 28.01 A Superintendent of Education or designate will provide an opportunity for input, at least twice per year, from the Union regarding the following:
- attending professional conferences
 - attending workshops
 - local curriculum development
 - other professional activities
 - funds to be administered
 - focus of the four professional activity days for the following school year

**ARTICLE 29
DURATION AND RENEWAL**

Remains in Effect Until Notice Given

- 29.01 This Collective Agreement becomes effective on September 1, 2000 and shall remain in effect until August 31, 2001 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the *Labour Relations Act*.
- 29.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.

ARTICLE 30
PRINCIPALS AND VICE-PRINCIPALS

- 30.02 If a teacher is appointed to a position of Vice-Principal or Principal, the teacher's seniority will be frozen as of the date of reporting to work as a Vice-Principal or Principal. During the life of this Collective Agreement, if said teacher elects to return to the Union after accepting and beginning work as a Principal or Vice-Principal, he or she shall return to or enter the Union with the seniority earned at the point of time when his or her seniority was frozen.
- 30.03.1 During the term of this Collective Agreement and subject to the provisions of Regulation 90/98, (Principals and Vice-Principals - Redundancy and Reassignment) upon such persons return to or entry to the Union, after accepting and beginning work as a Principal or Vice-Principal, he or she may exercise his or her seniority with respect to teaching job assignments, preferences, retention and with respect to layoff and recall rights in the same manner as any other member of the Union. These clauses shall apply to any Principal or Vice-Principal of the Board whether he or she became a Principal or Vice-Principal of the Board or predecessor boards before April 1, 1998, or on or after April 1, 1998.
- 30.03.2 If a present Principal or Vice-Principal elects to return to the Union, he or she will return with the seniority earned to April 1, 1998.
- 30.04 The Board agrees that no elementary teacher will be laid off solely as a result of a Principal or Vice-Principal returning to the Union.

ARTICLE 31
ACTING ADMINISTRATIVE POSITIONS

Teacher In Charge

- 31.01.1 The parties agree that an employee who is a teacher may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in Charge shall be paid an allowance of \$40 per day in addition to regular salary and allowances.
- 31.01.2 The teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- 31.01.3 Nothing in this article prevents the teacher from resuming the teacher's duties subject to forty-eight (48) hours written notice to the appropriate Supervisor.
- 31.1.4 It is understood that the Teacher In Charge position shall be voluntary, and not an assigned duty.
- 31.1.5 Notwithstanding, any teacher described in Article 6 (Probationary Period) shall not hold a Teacher In Charge position, barring exceptional occasional circumstances
- 31.01.6 An Occasional Teacher shall be engaged to replace the Teacher-In-Charge for the duration of the assignment at the discretion of the Principal.

Acting Principal or Vice-Principal

- 31.02.1 When a Principal or Vice-Principal will be absent from the school for a period of more than twenty (20) work days but less than one school year, the Board may appoint a teacher as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.
- 31.02.2 The teacher shall receive the same compensation and benefit package and be entitled to the same working conditions as other Principals or Vice-Principals with an equivalent position in the Board.
- 31.02.3 The teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the teacher's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union, provided that the teacher's terms as Acting Principal or Vice-Principal does not exceed 193 work days within three school years.
- 31.02.4 The person acting as Principal/Vice-Principal shall pay Union dues.

Teacher/Board Communications Committee

Structure

- 31.3.1 The Teacher/Board Communications Committee shall be comprised of at least two (2) members representing the board, including at least one (1) Trustee, and at least three (3) members representing the Union.

Meetings and Reports

- 31.3.2 The initial meeting shall be held by September 30 in each school year, with subsequent meetings bi-monthly or at the committee's discretion. A record of each meeting's discussion/actions will be made to the Director and the Board of Trustees for information

Terms of Reference

- 31.3.3 The Teacher/Board Communications Committee may discuss issues of concern to the teachers and/or the board. As the need arises, and by the agreement of all members of the committee, other members of the Union and/or school or senior administration may be invited to bring information to the committee.

IN WITNESS whereof the Lambton Kent District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf.

LAMBTON KENT DISTRICT SCHOOL BOARD

Chair of the Board

Chief Negotiator

Trustee of the Board

Trustee of the Board

Manager of Human Resources

IN WITNESS whereof the Branch Affiliates have executed this Collective Agreement attested by the Authorized representatives of the Branch Affiliates of the Elementary Teachers' Federation of Ontario, representing the teachers employed by the Lambton Kent District School Board

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

President Lambton Kent – ETFO

Lambton Kent-ETFO

Lambton Kent-ETFO

Lambton Kent-ETFO

Lambton Kent-ETFO

Dated _____