

COLLECTIVE AGREEMENT

BETWEEN;

THE LAMBTON-KENT DISTRICT SCHOOL BOARD

AND

**E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
LAMBTON-KENT TEACHER LOCAL**

SEPTEMBER 1, 2008

TO

AUGUST 31, 2012

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1 | 6 |
| PURPOSE..... | 6 |
| ARTICLE 2 | 6 |
| SCOPE AND RECOGNITION..... | 6 |
| ARTICLE 3 | 6 |
| UNION DUES AND ASSESSMENTS..... | 6 |
| ARTICLE 4 | 7 |
| MANAGEMENT RIGHTS..... | 7 |
| ARTICLE 5 | 7 |
| UNION RIGHTS..... | 7 |
| <i>Terminations</i> | 8 |
| <i>Performance Appraisals</i> | 8 |
| ARTICLE 6 | 9 |
| TEACHER BOARD COMMUNICATIONS COMMITTEE..... | 9 |
| <i>Structure</i> | 9 |
| <i>Meetings and Reports</i> | 9 |
| <i>Terms of Reference</i> | 9 |
| ARTICLE 7 | 9 |
| ACCESS TO INFORMATION..... | 9 |
| <i>Personnel Files</i> | 9 |
| <i>Documents Respecting Performance or Conduct</i> | 10 |
| <i>Signature Not Approval</i> | 10 |
| <i>Adverse Material To Be Removed</i> | 10 |
| <i>Access to Board Minutes</i> | 10 |
| <i>Data for Negotiations</i> | 10 |
| ARTICLE 8 | 10 |
| COPIES OF THE COLLECTIVE AGREEMENT..... | 10 |
| ARTICLE 9 | 11 |
| SALARY AND ALLOWANCES..... | 11 |
| <i>Credits and Contributions</i> | 11 |
| <i>Method of Payment</i> | 11 |
| <i>Grid Placement</i> | 11 |
| <i>Basic Salary Grid</i> | 11 |
| <i>Credit for Teaching Experience</i> | 14 |
| <i>Credit for Related Experience</i> | 14 |
| <i>Full-Time - Part Year</i> | 15 |
| <i>Part Time Members</i> | 15 |
| <i>Extra Degree Allowance</i> | 15 |
| <i>Payroll Deduction</i> | 16 |
| <i>Registered Retirement Savings Plan</i> | 16 |
| ARTICLE 10 | 16 |
| EXPENSES..... | 16 |
| <i>Expense Allowances</i> | 16 |
| <i>Professional Development Expenses</i> | 17 |

| | |
|---|-----------|
| <i>Travel Expenses</i> | 17 |
| ARTICLE 11 | 17 |
| WORKING CONDITIONS | 17 |
| <i>School Day</i> | 17 |
| <i>School Year</i> | 17 |
| <i>Instructional Time</i> | 17 |
| 11.02.4.12 <i>Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.</i> | 18 |
| <i>Lunch Break</i> | 19 |
| <i>Supervision Duties - Workload Assignment</i> | 19 |
| <i>Extra- Curricular Activities</i> | 19 |
| ASSESSMENT/EVALUATION AND REPORT CARD DAYS | 19 |
| ARTICLE 12 | 20 |
| STAFFING | 20 |
| ARTICLE 13 | 21 |
| OCCUPATIONAL HEALTH AND SAFETY | 21 |
| ARTICLE 14 | 22 |
| BENEFIT PLANS..... | 22 |
| <i>Long Term Disability Plan</i> | 23 |
| <i>Retirement and Leave of Absence Benefits</i> | 24 |
| <i>Benefits for Surviving Spouses/Dependants</i> | 24 |
| <i>Workplace Safety and Insurance</i> | 24 |
| ARTICLE 15 | 24 |
| CUMULATIVE SICK LEAVE..... | 24 |
| <i>Sick Leave Account</i> | 24 |
| <i>Sick Leave Credit Accumulation</i> | 24 |
| <i>Modified/Rehabilitative Work</i> | 25 |
| <i>Sick Leave Credit Gratuity</i> | 25 |
| ARTICLE 16 | 26 |
| LEAVES OF ABSENCE | 26 |
| <i>Leaves Without Pay</i> | 26 |
| <i>Extended Leave of Absence</i> | 26 |
| <i>Public Office Leave (Provincial or Federal)</i> | 27 |
| <i>Leaves With Cost of Supply</i> | 27 |
| <i>Leaves With Pay</i> | 27 |
| <i>Family Care Leave</i> | 27 |
| <i>Bereavement Leave</i> | 27 |
| <i>Personal Medical Leave</i> | 27 |
| <i>Parenting Leave</i> | 27 |
| <i>Writing Exams Leave</i> | 27 |
| <i>Court Leave</i> | 28 |
| <i>Quarantine Leave</i> | 28 |
| <i>School Business Leave</i> | 28 |
| <i>Wedding Leave</i> | 28 |
| <i>Graduation Leave</i> | 28 |
| <i>Holy Days</i> | 28 |
| <i>Extension of Leave</i> | 28 |
| <i>Changes in Terms of Leave</i> | 28 |

| | |
|---|-----------|
| ARTICLE 17 | 28 |
| PREGNANCY / PARENTAL LEAVE | 28 |
| <i>Extended Pregnancy/Parental Leave</i> | 28 |
| <i>Adoption Leave</i> | 29 |
| <i>Benefits During Pregnancy / Parental Leave</i> | 29 |
| <i>Supplementary Employment Benefit (SEB)</i> | 29 |
| <i>Pregnancy Related Illness</i> | 29 |
| <i>Hospitalization of Newborn</i> | 30 |
| <i>Early Return</i> | 30 |
| ARTICLE 18 | 30 |
| CHILD CARE LEAVE | 30 |
| ARTICLE 19 | 30 |
| MEMBER FUNDED LEAVE PLAN | 30 |
| <i>Application</i> | 30 |
| <i>Terms of Reference</i> | 31 |
| <i>Payment Formula</i> | 31 |
| ARTICLE 20 | 32 |
| UNION LEAVE..... | 32 |
| ARTICLE 21 | 32 |
| SEVERANCE PAY | 32 |
| ARTICLE 22 | 33 |
| SENIORITY | 33 |
| <i>Tie Breakers</i> | 33 |
| <i>Seniority List</i> | 33 |
| ARTICLE 23 | 33 |
| VACANCIES AND POSTINGS, TRANSFERS, SURPLUS, AND LAY-OFF AND RECALL PROCEDURES .33 | |
| <i>Vacancies and Postings</i> | 33 |
| MID YEAR HIRE POSTINGS | 34 |
| <i>Transfers</i> | 34 |
| <i>Surplus Staff</i> | 35 |
| <i>Lay-Off</i> | 35 |
| <i>Order of Lay-off</i> | 35 |
| <i>Notice of Possible Lay-Off</i> | 35 |
| <i>Individual Notice</i> | 35 |
| <i>Recall Procedures</i> | 36 |
| <i>Leave for Upgrading or Retraining</i> | 37 |
| ARTICLE 24 | 38 |
| PART-TIME ASSIGNMENTS | 38 |
| <i>Definition of Member on Part-Time Assignment</i> | 38 |
| <i>Part -Time to Full Time</i> | 38 |
| <i>Part-Time Leave</i> | 38 |
| <i>Salary</i> | 38 |
| <i>Sick Leave</i> | 38 |
| <i>Benefits</i> | 39 |
| <i>Experience Credit</i> | 39 |
| <i>Seniority</i> | 39 |
| <i>Preparation Time</i> | 39 |
| <i>Scheduling of Assignments</i> | 39 |

| | |
|---|-----------|
| ARTICLE 25 | 39 |
| GRIEVANCE PROCEDURE | 39 |
| <i>Definitions</i> | 39 |
| <i>Complaint Stage</i> | 40 |
| <i>Grievance Procedure - Individual</i> | 40 |
| <i>Grievance Procedure - Party</i> | 40 |
| <i>Grievance Mediation</i> | 41 |
| <i>Arbitration</i> | 41 |
| <i>Cost of Arbitration</i> | 41 |
| <i>No Reprisals</i> | 42 |
| ARTICLE 26 | 42 |
| STRIKE OR LOCKOUT | 42 |
| ARTICLE 27 | 42 |
| ACTING ADMINISTRATIVE POSITIONS | 42 |
| <i>Teacher In Charge</i> | 42 |
| <i>Acting Principal or Vice-Principal</i> | 42 |
| ARTICLE 28 | 43 |
| PROFESSIONAL DEVELOPMENT | 43 |
| <i>Professional Development</i> | 43 |
| ARTICLE 29 | 43 |
| DURATION AND RENEWAL | 43 |
| <i>Remains in Effect Until Notice Given</i> | 43 |
| ARTICLE 30 | 43 |
| PRINCIPALS AND VICE-PRINCIPALS | 43 |
| LETTER OF UNDERSTANDING | 45 |
| LETTER OF UNDERSTANDING | 46 |
| LETTER OF UNDERSTANDING | 48 |
| LETTER OF UNDERSTANDING | 49 |

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 The Union will inform the Board from time to time who is authorized to act on behalf of the Union.
- 2.04 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.
- 2.05 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 Continuing Education Programs, as defined in Regulation 285 of the Education Act, are provided by the Board. The following rates of pay, which include vacation pay and statutory holiday pay, shall be a minimum per classroom hour, or the current Board rate, whichever is greater.

| Effective Date | Rate |
|------------------------|---------|
| September 1, 2008 (2%) | \$41.00 |
| September 1, 2009 (2%) | \$42.00 |
| September 1, 2010 (3%) | \$43.00 |
| September 1, 2011 (3%) | \$44.00 |

- 2.07 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 The Board shall deduct, for every pay period and for each Member, 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 thirty (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, and amounts deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic format.
- 3.03 The Union 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 the Union.

ARTICLE 4

MANAGEMENT RIGHTS

- 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:
- 4.02 to determine educational policies, procedures and practices under the Education Act and related Statutes;
- 4.03 to dismiss demote and discipline Members for just cause;
- 4.04 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Elementary School system;
- 4.05 to establish the hours of school and the school year and other such duties and responsibilities of the Board as outlined in the Education Act and related Statutes;
- 4.06 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 and related Statutes, and this Collective Agreement;
- 4.07 to create or designate a new position to be filled in accordance with Article 23 of this Collective Agreement.
- 4.08 Although the Board has the right to create or designate a new position to be filled by a Member, the salary schedule for such a position shall be arrived at in consultation with the Union.

ARTICLE 5

UNION RIGHTS

No Penalty

- 5.01 The Board agrees not to penalize or discriminate against any Member for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the Education Act and related Statutes.

Just Cause

- 5.02.1 No Member shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the Member in writing, within five (5) working days from the time the Member is informed of any such action. The five (5) working days will be five (5) calendar days during the summer break.
- 5.02.2 Prior to the imposition of any of the actions listed in 5.02.1, there shall be a meeting held between the Member and a Board representative to discuss the matter. The Local President or designate shall be present at any formal meeting where the conduct or competence of the Member is being considered.
- 5.03 The Member will be provided with the opportunity to attach comments to any document being

filed.

Terminations

- 5.04.1 The Board agrees that a Member, who is to be dismissed for any reason, will be given written notice with the reasons, in accordance with the Education Act and the Labour Relations Act.
- 5.04.2 Employment of a Member could be terminated in the following instances:
- by mutual agreement of the Member and Board;
 - by the Member with fourteen (14) days written notice;
 - by the Board for just cause;
 - by the Board, for reasons of layoff in accordance with the Collective Agreement.

Performance Appraisals

- 5.05.1 Only supervisory officers, elementary principals and vice-principals, who are Members of the Ontario College of Teachers, shall evaluate Members.
- 5.05.2 No Member of the Union shall be required or requested to evaluate another Member.
- 5.05.3 The Board shall provide the Union with the policy on, and regulations for, performance appraisal.
- 5.05.4 Members shall be evaluated in accordance with the policy and regulations on performance appraisal.
- 5.05.5 All performance appraisals shall be printed, signed by the evaluator(s), with a copy to the Member.
- 5.05.6 The Member shall be given notice at least one instructional day prior to any formal classroom observation.
- 5.05.7 Provincial test results shall not be used in the Teacher Performance Appraisal process.
- 5.05.8 Information gathered through District Reviews, program assessments, and classroom visits by LNS, Ministry Officials, etc. shall not be used adversely in an individual Teacher's Performance Appraisal.
- 5.05.9 **Peer Coaching and Mentoring**
Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

Union Business

- 5.06.1 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons (Workplace Steward) authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union. Such notice shall be provided by September 30th of each school year.
- 5.06.2 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.
- 5.06.3 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.

- 5.06.4 The school shall provide a bulletin board for the use of the Union, in the staff room, upon which the Union shall have the right to post notices relating to matters of interest to the members of the Union.
- 5.06.5 The Union shall have access to its Members for Union business at all schools and workplaces during non-instructional time.
- 5.06.6 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.
- 5.06.7 At the invitation of the Board, each Workplace Steward may be provided with two (2) half days at Board expense to hold joint meetings with trustees, superintendents, principals or other Board personnel.

ARTICLE 6

TEACHER BOARD COMMUNICATIONS COMMITTEE

Structure

- 6.01 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

- 6.02 The initial meeting shall be held by September 30th 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

- 6.03 The Teacher/Board Communications Committee may discuss issues of concern to the Members 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.

ARTICLE 7

ACCESS TO INFORMATION

Personnel Files

- 7.01 The only non-medical personnel file, respecting a Member, shall be maintained in the Human Resources Department of the Board and shall be available and open to the Member 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 Member shall be entitled to a copy of any materials contained in their personnel file.
- 7.03 Where a Member authorizes in writing, access to their personnel file by another person acting on the Member'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, Members 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 Member, shall be given to the Member within five (5) working days of the writing and filing of such document.

Signature Not Approval

7.06 The signature of a Member, on any document respecting the performance or conduct of that Member, 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 Member shall have the right to place material in their personnel file and have access to all materials in their file.

7.08 A Member shall be entitled to append information, regarding possible inaccuracies or errors in documents, contained in their personnel file.

Adverse Material To Be Removed

7.09.1 Except for serious incidents, disciplinary material shall be removed from the Member's personnel file after three (3) years and destroyed.

7.09.2 If the Member requests, evaluations shall be removed from a Member's file after three (3) years and returned to the Member.

Access to Board Minutes

7.10 Board minutes are posted on the Board's web site.

Data for Negotiations

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

Notice of Members on Leaves of Absence

7.12 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.

7.13 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

8.01 The current Collective Agreement will be made available on the Board's web site for access by Principals, Stewards and Members. Newly hired Members shall be provided with an electronic copy of the Collective Agreement.

ARTICLE 9

SALARY AND ALLOWANCES

Credits and Contributions

- 9.01.1 By October 1 of each school year, the Board shall provide to each Member 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.
- 9.01.2 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.
- 9.01.3 Upon confirmation by the Member, 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 Member will receive a total of twenty-one (21) payments by direct deposit as follows:
- 1 payment of 4% dated September 1;
 - 18 payments of 4% dated the fifteenth (15th) and the last instructional day of each month beginning September 15th with the following exceptions:
 - 1 payment of 8% dated the last instructional day in December;
 - 1 payment of 16% dated the last instructional day in June.
- 9.02.2 A statement of wages, allowances and deductions shall be provided to the Member for each pay period.
- 9.02.3 For Members returning from a leave, the Board will ensure that the Members do not work a period of time without salary. Salary of up to four percent (4%) will be moved from the June payment of sixteen percent (16%). The amount moved forward may need to be adjusted to ensure there is sufficient salary available on the last pay in June to cover benefit premiums and other normal deductions.

Grid Placement

- 9.03.1 Members shall be paid in Category A1 until such time as they provide proof of a different category classification. Each Member shall be paid at the rate appropriate to the Member's teaching experience and the Member's category classification as set forth on the following grids:

Basic Salary Grid

Effective September 1, 2008 the salary grid shall be as set out below: (2%)

| Yrs Exp | A | A1 | A2 | A3 | A4 |
|----------------|----------|-----------|-----------|-----------|-----------|
| 0 | 36228 | 40260 | 42588 | 45366 | 47898 |
| 1 | 38886 | 43055 | 45578 | 48547 | 51344 |
| 2 | 41538 | 45849 | 48563 | 51728 | 54787 |
| 3 | 44195 | 48641 | 51553 | 54913 | 58234 |
| 4 | 46850 | 51435 | 54539 | 58094 | 61676 |
| 5 | 49503 | 54228 | 57527 | 61277 | 65121 |
| 6 | 52160 | 57022 | 60514 | 64460 | 68568 |
| 7 | 54812 | 59815 | 63502 | 67642 | 72013 |
| 8 | 57466 | 62609 | 66488 | 70825 | 75458 |
| 9 | 60124 | 65401 | 69475 | 74008 | 78901 |
| 10 | 63501 | 68197 | 72463 | 77191 | 82348 |
| 11 | 68197 | 68197 | 72463 | 80372 | 85792 |

Effective September 1, 2009 the salary grid shall be as set out below: (2%)

| Yrs Exp | A | A1 | A2 | A3 | A4 |
|----------------|----------|-----------|-----------|-----------|-----------|
| 0 | 36953 | 41065 | 43440 | 46273 | 48856 |
| 1 | 39664 | 43916 | 46490 | 49518 | 52371 |
| 2 | 42369 | 46766 | 49534 | 52763 | 55883 |
| 3 | 45079 | 49614 | 52584 | 56011 | 59399 |
| 4 | 47787 | 52464 | 55630 | 59256 | 62910 |
| 5 | 50493 | 55313 | 58678 | 62503 | 66423 |
| 6 | 53203 | 58162 | 61724 | 65749 | 69939 |
| 7 | 55908 | 61011 | 64772 | 68995 | 73453 |
| 8 | 58615 | 63861 | 67818 | 72242 | 76967 |
| 9 | 61326 | 66709 | 70865 | 75488 | 80479 |
| 10 | 64771 | 69561 | 73912 | 78735 | 83995 |
| 11 | 69561 | 69561 | 73912 | 81979 | 87508 |

Effective September 1, 2010 the salary grid shall be as set out below: (3%)

| Yrs Exp | A | A1 | A2 | A3 | A4 |
|----------------|----------|-----------|-----------|-----------|-----------|
| 0 | 38062 | 42297 | 44743 | 47661 | 50322 |
| 1 | 40854 | 45233 | 47885 | 51004 | 53942 |
| 2 | 43640 | 48169 | 51020 | 54346 | 57559 |
| 3 | 46431 | 51102 | 54162 | 57691 | 61181 |
| 4 | 49221 | 54038 | 57299 | 61034 | 64797 |
| 5 | 52008 | 56972 | 60438 | 64378 | 68416 |
| 6 | 54799 | 59907 | 63576 | 67721 | 72037 |
| 7 | 57585 | 62841 | 66715 | 71065 | 75657 |
| 8 | 60373 | 65777 | 69853 | 74409 | 79276 |
| 9 | 63166 | 68710 | 72991 | 77753 | 82893 |
| 10 | 66714 | 71648 | 76129 | 81097 | 86515 |
| 11 | 71648 | 71648 | 76129 | 84438 | 90133 |

Effective September 1, 2011 the salary grid shall be as set out below: (3%)

| Yrs Exp | A | A1 | A2 | A3 | A4 |
|----------------|----------|-----------|-----------|-----------|-----------|
| 0 | 39204 | 43566 | 46085 | 49091 | 51832 |
| 1 | 42080 | 46590 | 49322 | 52534 | 55560 |
| 2 | 44949 | 49614 | 52551 | 55976 | 59286 |
| 3 | 47824 | 52635 | 55787 | 59422 | 63016 |
| 4 | 50698 | 55659 | 59018 | 62865 | 66741 |
| 5 | 53568 | 58681 | 62251 | 66309 | 70468 |
| 6 | 56443 | 61704 | 65483 | 69753 | 74198 |
| 7 | 59313 | 64726 | 68716 | 73197 | 77927 |
| 8 | 62184 | 67750 | 71949 | 76641 | 81654 |
| 9 | 65061 | 70771 | 75181 | 80086 | 85380 |
| 10 | 68715 | 73797 | 78413 | 83530 | 89110 |
| 11 | 73797 | 73797 | 78413 | 86971 | 92837 |

- 9.03.2 Category definitions shall be those outlined by Qualifications Evaluation Council of Ontario (Q.E.C.O.) Certification Program 5. 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 Member 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.
- 9.03.4 A Member 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 Member has reason to believe they qualify for a change in category placement, the Member shall apply in writing along with the appropriate documentation acceptable to the Board.
- 9.03.6 If written notice and documentation of a Member's application for category change is received on or before June 15, and is acceptable to the Board, a retroactive payment to September 1 shall be made when confirmation of the category change has been received.

- 9.03.7 Notwithstanding 9.03.5 and 9.03.6 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.
- 9.03.8 It is the Member's responsibility to provide evidence of course completion in order to receive retroactive payment.
- 9.03.9 No Member shall be newly employed at a salary higher than that being paid to a Member of the incumbent staff having the same or equal qualifications, experience, and responsibility.

Credit for Teaching Experience

- 9.04 The following shall apply for the purpose of determining the annual salary appropriate to a Member'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;
- 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 The effective date for grid advancement will be September 1;
- 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 schedule:
- | | | |
|-------------------------|---|-----------------|
| 1 month or more | = | 1/10 Grid Step |
| 2 months or more | = | 1/5 Grid Step |
| 3 months or more | = | 3/10 Grid Step |
| and so on to 9 months + | = | 9/10 Grid Step; |
- 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;
- 9.04.7 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

- 9.05.1 For the purpose of determining experience placement on the Basic Salary Grid, beyond the basic requirements for entrance to a Faculty of Education, related experience shall be defined as:
- teaching in other institutions such as universities, community colleges, adult basic education programs;
 - work as an Educational Support staff including; Educational Assistant, Early Childhood Educator, Social Worker, Psychometrist and Speech and Language Pathologist.
- 9.05.2 No Member 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 Member is employed to work only part of the school year, the Member shall be paid a salary in proportion so that the number of days which the Member is employed to work relates to the number of instructional days in the school year.
- 9.06.2 For a Member 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 Members

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

Extra Degree Allowance

- 9.08.1 For persons already receiving an extra degree allowance under predecessor board agreements, the allowance(s) will continue at the rate of \$800 per year.
- 9.08.2 Any Member presently, or by June 1, 2001, enrolled in an extra degree program will receive the allowance they would have received upon completion of the program, having supplied proof of attainment of the extra degree.

One time payment in accordance with the following:

| Date | Master's Degree or Equivalent | Doctorate Degree |
|------------------------|-------------------------------|------------------|
| September 1, 2008 (2%) | \$816 | \$1224 |
| September 1, 2009 (2%) | \$832 | \$1248 |
| September 1, 2010 (3%) | \$857 | \$1285 |
| September 1, 2011 (3%) | \$883 | \$1324 |

Teacher Consultant

9.09

A Teacher Consultant is assigned to provide support to members in areas such as curriculum and methods of instruction. Teacher Consultants shall not replace classroom teachers for instruction, do Supervision Duties, complete performance appraisals, or participate in the evaluation of other members.

9.09.1

Level 1 Consultant

Positions: Co-ordinator of Special Education

Level 2 Consultant

Positions: Program Department Consultants
Information Technology Department Consultants

Level 3 Consultant

Positions: Secondments (short-term)
Special Project Teachers (short-term)
Temporary or Acting Appointments

Teacher Consultant Grid

| DATE | Level 1 | Level 2 | Level 3 |
|------------------------|---------|---------|---------|
| September 1, 2008 (2%) | \$6206 | \$5080 | \$3949 |
| September 1, 2009 (2%) | \$6330 | \$5182 | \$4028 |
| September 1, 2010 (3%) | \$6520 | \$5337 | \$4149 |
| September 1, 2011 (3%) | \$6716 | \$5497 | \$4273 |

- 9.09.2 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
- 9.09.3 Following the role of teacher-consultant, Members 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 Member and the Board.
- 9.09.4 The teacher-consultant allowance is paid only while the Member holds a consultant's position.

Payroll Deduction

- 9.10 At the request of the Union and with the authorization of the Member, the Board may make the appropriate payroll deductions from a Member's pay for the following purposes:
- Canada Savings Bond purchases
 - Local Union Levy
 - RRSP contributions
 - Long Term Disability Premiums.
- 9.11 The Board will provide the Lambton Kent ETFO Local with the Federal Employment Insurance (E.I.) Rebate to which the members are entitled under Federal E.I. Legislation.
- 9.12 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.

Registered Retirement Savings Plan

- 9.13.1 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:
- 9.13.2 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
- 9.13.3 That the Union agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

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

- 10.03.1 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 kilometre, in accordance with Board policy.
- 10.03.2 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

- 11.01.1 When policies and procedures are being developed, which affect any Member's conditions of work, the Board will consult with the Union President or designate through the Superintendent charged with the responsibility for developing the procedures.
- 11.01.2 A Central Staffing Committee consisting of the Superintendent of Human Resources and the Union President, or designate will review conflicts arising from the scheduling of supervision and preparation time.

School Day

- 11.02.1 The School Day shall be 300 instructional minutes, commencing with the entry bell and ending with the students' dismissal from school for the day, exclusive of nutrition breaks, lunch and recess breaks.

School Year

- 11.02.2 The length of the school year shall be the minimum required under the Education Act.
- 11.02.3 Members shall not be mandated to work any days preceding (or following) the official start (end) of the school year.

Instructional Time

- 11.02.4.1 Effective September 1, 2008 the school week for Members shall consist of 1500 minutes composed of 1300 minutes of instructional time and 200 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break.
- 11.02.4.2 Effective September 1, 2009, the school week for Members shall consist of 1500 minutes composed of 1290 minutes of instructional time and 210 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break.
- 11.02.4.3 Effective September 1, 2010, the school week for Members shall consist of 1500 minutes

composed of 1280 minutes of instructional time and 220 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break.

- 11.02.4.4 Effective September 1, 2011 the school week for Members shall consist of 1500 minutes composed of 1270 minutes of instructional time and 230 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break.
- 11.02.4.5 Effective August 31, 2012 the school week for Members shall consist of 1500 minutes composed of 1260 minutes of instructional time and 240 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break
- 11.02.4.6 Preparation time shall be used for professional duties as determined by the Member and shall be assigned only during the students' instructional program exclusive of recesses, scheduled intervals between classes and nutrition breaks.
- 11.02.4.7 Members on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- 11.02.4.8 Notwithstanding the forgoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.
- 11.02.4.9 Every effort shall be made to allocate preparation periods in blocks of time of not less than thirty (30) minutes. Exceptions will be forwarded to the Central Staffing Committee established in 11.01.2.
- 11.02.4.10 Every effort will be made to provide each Member with one preparation period each day.
- 11.02.4.11 Any change to the organization of the school day shall occur only after consultation with the Members on staff.
- 11.02.4.12 Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time
- 11.02.5.1 Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with the Central Staffing Committee.
- 11.02.5.2 Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- 11.02.5.3 Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.

- 11.02.6 The Board shall not combine classes in order to provide regular scheduled preparation time.

Lunch Break

- 11.03.1 Each Member shall have a lunch break of a minimum of forty (40) consecutive minutes each day, between classes, free from assigned duties. This shall occur during the interval beginning twenty (20) minutes prior to the student lunch period and ending twenty (20) minutes after the student lunch period.
- 11.03.2 In the case of the Balanced Day, one nutrition break shall be considered the Member's lunch break and shall be free from assigned duties.

Supervision Duties - Workload Assignment

- 11.04.1 Effective on ratification the maxima of supervision minutes for elementary teachers will be of 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- 11.04.2 No supervision duties shall be reassigned in the event there are fewer than five (5) instructional days in a week.
- 11.04.3 For the purpose of the Supervision provisions of the Collective Agreement, Supervision Time shall be defined as the time a Member is assigned to supervise students outside the 300 minute instructional day. Supervision Duties are yard duty, hall duty, bus duty, and lunchroom duty.
- 11.04.4 Members on part-time assignment shall be assigned supervision time pro-rated with their teaching assignment.
- 11.04.5 No Member shall be required to perform supervision duties in excess of the amount of supervision duties that the Member was required to perform as of March 1, 2005, unless the Member's assignment or worksite is modified or changed.

Extra- Curricular Activities

- 11.05 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. Extra-curricular activities shall not be assigned.

Assessment/Evaluation and Report Card Days

- 11.06.1 In the 2009- 2010 school year one (1) Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.
- 11.06.2 Effective in 2010 – 2011, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period and one (1) prior to the second reporting period. No more than two (2) Professional Activity Days shall be designated in the new Collective Agreement for the purpose of assessment and completion of report cards at the elementary level..
- 11.06.3 The Parties acknowledge that the professional learning enhancement described in the memorandum 2008:B10 is designed to offset the incremental cost of providing teachers with alternative professional development and training opportunities to compensate for the loss of the equivalent of one (1) day of professional development and training in 2009 – 10 and two (2) days starting in 2010-11.

- 11.06.04 The Board will share the appropriate information regarding the professional Learning enhancement as set out in the Appendix to the PDT Agreement when it is filed annually with the Ministry of Education.

Regular Staff Meetings

- 11.07 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year, and communicated to all teachers. Regularly scheduled staff meetings may include administrative / organizational issues, professional development, training and other matters aligned with school and board goals. Members are expected to attend regularly scheduled staff meetings. Members may submit agenda items to the Principal for consideration.

ARTICLE 12

STAFFING

- 12.01 Subject to the Education Act and Provincial 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 students.
- 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 Provincial 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 **Central Staffing Committee**

A Central Staffing Committee shall be established and be composed of the Superintendent of Human Resources (or designate) and the Union President (or designate).

Examples of issues to be discussed by the Committee include:

- Transfers
- Class size
- Allocation of the teaching complement
- Process of surplus and layoff
- Conflicts arising from the scheduling of workload, prep-time and supervision.

The Central Staffing Committee shall meet prior to April 15 to examine and make recommendations related to the number of Members to be assigned according to projected enrollments.

Prior to the end of the third week of the school year, and again prior to October 31, the Central Staffing Committee shall meet to review the organization of schools.

Additional meetings may be called by either Party.

12.06 School Staffing Committees

The Principal will consult with the Union Steward on staffing issues. The Principal and Union Steward may consult with the school staff as necessary.

The consultation will include:

- The most effective use of staff allocated to the schools and to comply with the terms of the Collective Agreement
- Responding to suggestions submitted by staff members
- Input into the development of a staffing model based on projected enrollment and allocation of the teaching complement for consideration by May 15.
- Input into the development and completion of a school timetable by June 15
- Assisting in developing measures to help alleviate workload issues faced by teachers (combined grades. new teacher challenges)
- Input into a supervision schedule with assignments as equitable as possible.

12.07 The superintendent, with the responsibility for making decisions for elementary staffing and transfers, will work with the Central Staffing Committee, as described in 12.05 above regarding the allocation of teachers to elementary schools.

Grade 4 – 8 Class Size Reductions

12.08.1 The Central Staffing Committee, as described in 12.05 above, will be engaged in establishing the 2008-09 Grade 4-8 average class size from which these reductions are made, and in allocating this additional staffing.

12.08.2 Boards will reduce their Grade 4-8 average class size as follows :

2009-10 : by 0.1 over their 2008-09 Grade 4-8 average class size;
2010-11 : by 0.2 over their 2008-09 Grade 4-8 average class size;
2011-12 : by 0.3 over their 2008-09 Grade 4-8 average class size;
August 31, 2012 : by 0.5 over their 2008-09 Grade 4-8 average class size.

12.08.3 Class sizes for all divisions shall be per Ministry regulations and the PDT Agreement.

12.08.4 The average class size based on the October 31, 2008 audited enrolment is 24.85.

ARTICLE 13

OCCUPATIONAL HEALTH AND SAFETY

13.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

13.02 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 Members 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.

13.03 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 Members in the Union, as revised June 1, 1998 or amended by the Parties. Dispute resolution will be in accordance with item 4 in 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 (LKETFO) members, with the exception of those who have similar coverage through a spouse. Part-time Members 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 GH of Great West Life, providing prescribed drugs and services with no deductible.
- 14.01.3.1 **Paramedicals**
The following paramedicals are covered to a maximum of \$500 per calendar year:
- Chiropractic (to a maximum of \$30 per visit)
 - Massage (to a maximum of \$30 per visit)
 - Naturopath
 - Osteopath
 - Physiotherapist
 - Podiatrist
 - Psychologist
 - Speech
- 14.01.4 Group Life Insurance Plan comparable to Policy 153336GL of Great West Life, providing coverage of 2 times basic salary to a maximum of \$500,000.
- 14.01.5 Accidental Death and Dismemberment comparable to Policy 16238 of RBC, providing coverage of 2 times basic salary to a maximum of \$500,000.
- 14.01.6 Dental Care Plan comparable to Policy 51804GH of Great West Life, providing reimbursement at current O.D.A. rates at the date of treatment:
- 14.01.6.1 Basic treatment paid 100% with no yearly maximum;
- 14.01.6.2 Major restorative procedures on a 60% co-insurance basis, to an annual maximum of \$5,000 per person;
- 14.01.6.3 Orthodontics on a 50% co-insurance basis to a life-time maximum of \$4,000. 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 51804GH of Great-West Life, providing service to a maximum of \$300 over two calendar years. Eye exams are included to a maximum of \$75 every 2 calendar years and is included in the \$300 every 2 calendar years. Laser eye surgery is included.
- 14.01.8 Hearing Care Plan comparable to Policy 51804GH of Great-West Life, providing service to a maximum of \$500 over two calendar years.
- 14.02 The Board shall contribute at the rate of 85% of the total premium cost of those Members enrolled in the Benefit Pool in Article 14.01.
- 14.03 The Members 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 Members' option and cost:
 - 14.04.1 Semi-Private Hospital Plan comparable to Policy 51804GH 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 133740G0L of Great West Life.
 - 14.04.2.2 Those Members 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 Members 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 plan in Lambton Kent and administered by the Bargaining Unit.
 - 14.05.1 LTD premiums are paid by Union Members through payroll deductions.
 - 14.05.2 A Member 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 Member continues to accrue seniority.
 - 14.05.3 The Board shall continue the benefits of a Member on LTD at 100% cost to the Member.
 - 14.05.4 The Union President will be responsible to notify the Board's Benefit Officer immediately on a Member's application for benefit and/or approval of claim.

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.
- 14.07 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

- 14.08 If allowed by the Carrier, the surviving spouse and/or dependants of a deceased Member 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.

Workplace Safety and Insurance

- 14.09 When a Member is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario, the Board will ensure that the Member 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 Member.
- 14.09.2 The Board shall not terminate the employment of any Member because the Member is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

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 Member who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Member 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, they shall be entitled to have placed to their credit the sick leave credits accumulated in the plan of the Board by which they were previously employed, provided no service gratuity or other benefit in respect to Cumulative Sick Leave was received from their former employers.

Sick Leave Credit Accumulation

- 15.03.1 On the first day of each school year a full-time Member 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. Each Member shall be notified no later than

October 15th of the number of days added to the Member's accumulating credit for that year and also the sum total of the Member's accumulation at that date.

- 15.03.2 Where a Member commences employment after September 1 of any year, the Sick Leave of twenty (20) days shall be pro-rated.
- 15.04 Cumulative Sick Leave may be used totally or partially in any year, together with the usual twenty (20) days allowance for the current year.
- 15.05 Sick Leave Credit may be accumulated with no maximum.
- 15.06 After five (5) consecutive days absence caused by sickness the Board may require a certificate from a duly qualified medical practitioner or dentist to be furnished, certifying the inability of the Member to attend to their duties. Nothing in the foregoing shall prohibit the Board from requiring a Member to submit such a certificate following any period of absence should the Board believe the circumstances warrant it.

Modified/Rehabilitative Work

- 15.07 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 Member 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

- 15.10.1 Sick Leave Credit Gratuity will be calculated and paid when a Member retires from employment of the Board on pension under the Ontario Teachers' Pension Plan.
- 15.10.2 The maximum amount of the gratuity paid under the Education Act is fifty per cent (50%) of the Basic Grid annual salary.
- 15.10.3 The amount of the Sick Leave Credit Gratuity shall be calculated as follows:
$$\frac{a \times b \times c}{200 \times 20 \times 2} = \$ (\text{Gratuity})$$
 - a = Cumulative Sick Leave 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.
- 15.10.4 The sick leave credit gratuity will be paid in a lump sum at the time of retirement.
- 15.10.5 A Member who defers the Ontario Teachers' Pension is not entitled to receive the Sick Leave Credit Gratuity.
- 15.10.6 The Sick Leave Credit Gratuity on retirement shall be based upon the salary and years of service of the Member at the date of regular retirement, total disability or death. Members who elect to work part time or take a leave during their last five (5) years of teaching will still qualify for a full Sick Leave Credit Gratuity.
- 15.10.7 In the event of the death of an eligible Member either before or after retirement, but before

receiving the full benefits of the Sick Leave Credit Gratuity as provided under Section 15.10.3, such benefits shall be paid to their estate.

ARTICLE 16

LEAVES OF ABSENCE

- 16.01 No Member 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. Absences shall be reported using the "Lambton Kent Absence Reporting System". A "Request for Leave of Absence Form" may be required for Articles 16.04 and 16.05. In emergency situations, a telephone notification to the Principal will suffice.
- 16.02 Upon request, a Member on leave of absence without pay shall be provided with such information as will enable the Member to pay full premiums for the benefits outlined in Article 14 to ensure uninterrupted employee benefits for the period of the leave if the Member so desires.
- 16.03 Deductions from sick leave credits will be made for illness only.

Leaves Without Pay

- 16.04 A Member 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:

| |
|--|
| $\frac{\text{A full day's pay} \times \text{Annual Salary}}{\text{\# of instructional days in school year}}$ |
|--|

- 16.04.2 A leave for attendance in Court where the Member is a party to the action.
- 16.04.3 A leave, necessitated by exceptional circumstances, may be granted by the Director of Education.

Extended Leave of Absence

- 16.04.4 Upon written request, an extended leave of one (1) school year may be granted to a Member 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 clauses of this Agreement within the three (3) year period prior to application.
 - Requests will be considered in order of receipt.
- 16.04.5 If the Member 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 9.
- 16.04.6 The Member 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 Member took leave, unless the Member's position has disappeared. The school specific position will be held for two (2) years.

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

16.04.8 A Member 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)

16.04.9 Employees elected to offices requiring absences shall be granted a leave of absence.

Leaves With Cost of Supply

16.05.1 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.

16.05.2 A one (1) day leave shall be granted for the post-secondary graduation of a Member's spouse or child.

Leaves With Pay

16.06.1 A Member 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.

16.06.2 During the leave a Member shall continue to accumulate credit for seniority and teaching experience.

Family Care Leave

16.06.3 Leave for up to three (3) days, per incident, shall be granted to attend to the serious illness, medical treatment, meeting or legal obligation for a family member or same-sex partner.

Should additional days be required related to this same serious incident within the school year, leave may be granted without pay or with cost of supply by the Director of Education.

Bereavement Leave

16.06.4 A leave for up to five (5) days for a death in the family of a spouse, common law-partner, same-sex partner, child, sibling, parent, or grandparent.

16.06.5 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.

16.06.6 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 16.06.4 or 16.06.5.

Personal Medical Leave

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

Parenting Leave

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

Writing Exams Leave

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

Court Leave

16.06.10 A leave for attendance in court as a subpoenaed witness, where the member 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

16.06.11 A leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to their duties.

School Business Leave

16.06.12 A leave for approved school business.

Wedding Leave

16.06.13 A one (1) day leave shall be granted for a Member's own wedding or the wedding of a son/daughter.

Graduation Leave

16.06.14 A one (1) day leave shall be granted for the post-secondary graduation of the Member.

Holy Days

16.06.15 A leave shall be granted for observance of a religious Holy Day.

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.

Changes in Terms of Leave

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

ARTICLE 17

PREGNANCY / PARENTAL LEAVE

17.01 A Member 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 Member 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 Member 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 Member is required to stipulate the date on which they 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 Member.

- 17.02.5 Upon return to duty, the Member 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 Member'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 Member whose child comes into their 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 Member's benefits at the Board's rate of premium subsidization.
- 17.04.2 Members 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 (SEB)

- 17.04.3.1 The Board shall provide for Members on Pregnancy, Parental or Adoption Leave a Supplementary Employment Insurance Plan.
- 17.04.3.2 The Plan will pay 100% of the Member's normal weekly earnings during the mandatory two (2) week waiting period for employment insurance pregnancy and adoption benefits.
- 17.04.3.3 For the six (6) week period immediately following the birth of her child, upon receipt of proof that the Member has applied for and is in receipt of Employment Insurance parental benefits, the Board shall pay top-up benefits as a supplement to the Member's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness, for that portion of the six (6) week period which occurs during the instructional year. The amount of the supplement shall be equal to the difference between the amount of the Member's Employment Insurance pregnancy benefits, (which is acknowledged to be zero during the member's two week waiting period if it occurs during this period) and one hundred percent (100%) of the Member's regular weekly earnings. This will apply only during instructional days. No sick time shall be deducted from the Member's sick leave account in Article 15.

Pregnancy Related Illness

- 17.04.4 A Member who suffers a pregnancy related illness or disability shall be entitled to use paid sick leave during the period of illness 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 15.06)

- 17.04.5 The right to elect to use paid sick leave shall apply regardless of whether or not the Member has already applied for a pregnancy or parental leave.

Hospitalization of Newborn

- 17.04.6 A Member who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave.

Early Return

- 17.04.7 A Member may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.

ARTICLE 18

CHILD CARE LEAVE

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

ARTICLE 19

MEMBER FUNDED LEAVE PLAN

Intent

The plan is intended to provide Members with the opportunity to develop personally and professionally and it is not meant to discourage a Member from applying for other types of leaves.

19.01 Description

The plan has been developed to afford Members the opportunity of taking a one (1) year leave of absence with pay by spreading:

- two years' salary over three years;
- three years' salary over four years;
- four years' salary over five years; or
- five years' salary over six years.

19.02 Qualifications

Any Member having five (5) years' seniority with the District School Board is eligible to participate in the plan.

Application

- 19.03.1 A Member must make written application to the Director of Education, on or before February 1 requesting permission to participate in the plan.
- 19.03.2 The application form shall set out the period in which the plan is to be effected and the school year in which the Member requests the leave.

19.03.3 Written acceptance or denial of the Member's request with an explanation will be forwarded to the Member by April 1 in the school year the application is made.

Terms of Reference

- 19.04.1 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.
- 19.04.2 The Member shall return to the same position if it still exists or a comparable position if it does not, at the same level of responsibility and at the same school as that from which the Member took leave.
- 19.04.3 On return from leave, the Member shall be placed on the salary grid in the same position as if they had not taken the leave.
- 19.04.4 No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this plan.
- 19.04.5 Sick leave credits will not accumulate during the year spent on leave.
- 19.04.6 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 Member is participating. Members are responsible for any further arrangement with the Teachers' Pension Plan Board.
- 19.04.7 A Member may withdraw from the plan any time prior to taking the leave of absence provided that the Member informs the Board on or before April 1 in the school year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the Member within sixty (60) days of notification of the Member's desire to leave the plan.
- 19.04.8 Should a Member die while participating in the plan, any monies accumulated plus interest owed at the time of death will be paid to the Member's estate.
- 19.04.9 All Members 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 the contract shall be agreed to by the Board and the Union.

Payment Formula

19.05.1 During the term of the plan, a participating Member 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> |
|-------------|------------------------|---------------------|
| Three years | 66.7% | 33.3% + interest* |
| 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.

- 19.05.2 During the leave year, the salary deposits made in 19.01 above, plus any additional interest earned, shall be paid to the Member.
- 19.05.3 The Leave of Absence shall be taken in the last year of the term selected, subject to 19.04.7

- 19.05.4 Members currently on the Member 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 Member's initiation.

ARTICLE 20

UNION LEAVE

- 20.01 At the request of the Union, the Board shall grant full-time release to the person(s) named by the Union, up to a maximum of three (3) people.
- 20.02 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.
- 20.03 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 at the minimum of Category A.
- 20.04 In addition to the persons released in clause 20.01, at the request of the Union, the Board shall release Members of the bargaining unit's 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 Member released for these purposes.
- 20.05 In addition to the persons released in clause 20.01, 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 Member(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- 20.06 The Board shall grant a leave of absence to a Member who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the member's total salary and other benefits. The Member shall continue to accumulate seniority and teaching experience during the period of leave.
- 20.07 A Member returning from a Union leave has the right to be reassigned to their position held prior to going on leave subject to Article 23. The school specific position will be held for two (2) years. When a leave has been extended beyond two (2) years, that Member's position shall be deemed vacant. Members will be re-appointed upon return to a similar position for which they are qualified.

ARTICLE 21

SEVERANCE PAY

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

ARTICLE 22

SENIORITY

- 22.01 Commencing with the date of hire, a Member covered by this Collective Agreement shall accumulate seniority throughout each period of employment with the Board, as a Member of the Union. 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.

Tie Breakers

- 22.03 Where seniority in 22.01 is equal, the relative seniority status of each Member 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 Member covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every Member 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 Member is employed or the employment of a Member 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

VACANCIES AND POSTINGS, TRANSFERS, SURPLUS, AND LAY-OFF AND RECALL PROCEDURES

Vacancies and Postings

- 23.01 A vacancy is a teaching assignment within the Board which exists, or will exist for the ensuing school year, and to which no Member has been assigned.
- 23.02 A vacancy is a teaching assignment that is unoccupied because the teacher in that assignment accepted a different assignment, retired, resigned, was laid-off, terminated, promoted or died.
- 23.03 A new assignment is a teaching assignment that becomes available as the result of an additional position developing after the regular staffing process or because of the introduction of a new

program.

- 23.04 All vacant positions within the Board shall be posted on the LKDSB website for seven (7) calendar days for the exclusive access of bargaining unit Members. Every Member shall be sent an electronic copy of each posting through the Board email service including the Union President.
- 23.05.1 In addition to the Mid Year Hire Postings in Article 23.07, two (2) sets of mass postings will occur by June 1st. No school reorganization(s) will take place between the two mass postings, unless surplus Members have returned to the school. Members who are under lay-off are not eligible to apply for these postings. Notwithstanding any mass postings, any vacancies which occur up to June 20th must be posted to internal candidates only, unless the position has been posted in the first two (2) mass postings and has not been filled.
- 23.05.2 A third round of postings to internal and external candidates shall occur on the second Monday of June. Qualified internal candidates shall be given priority when these positions are filled. Following the second Monday in June, any further vacancies will be posted. Qualified internal candidates shall be given priority when these positions are filled. Vacancies that result from this posting will not be posted.
- 23.06 Individual postings shall include the title of the assignment, grade level, subjects to be taught, qualifications according to the Education Act, any applicable allowances, effective dates and probable duration. Mass postings in Article 23.05 shall include the position, school and percentage of time for the position.
- 23.07 When a Teacher Consultant or other Special Assignment position becomes available during the school year, the position shall be advertised as a vacancy according to Article 23.02 or 23.03.
- 23.08 The successful applicant will begin the job according to the posted start date, or a mutually agreed upon date. The resulting vacancy at that time shall be advertised as a Mid-Year Hire.

MID YEAR HIRE POSTINGS

- 23.09 Vacancies that occur after the school year has begun through until April 15th, will be posted according to Article 23.04 and 23.06. First priority shall be to current Members and the position will commence in September of the following school year.
- 23.10 All positions vacated by the successful Members in 23.09 may be subject to internal reorganization before they are posted according to Article 23.05.
- 23.11 The Board will maintain and make available to the Union, a list of all Mid Year Hires.
- 23.12 The Board shall give first priority for any posted assignment to Members covered by this Collective Agreement for new positions or vacancies, provided they are qualified according to the Education Act.
- 23.13 The vacancy shall be filled in order of seniority from among the qualified applicants after program needs have been considered.
- 23.14 Should only one member apply, s/he will be awarded the assignment, provided s/he is qualified.

Transfers

- 23.15 Members could be transferred for the following reasons: surplus; lay-off; personal request; mutual agreement; administrative non-disciplinary transfer; or Just Cause (Article 5.02.1). The Union president will be notified of any transfers prior to the transfer taking place.

Surplus Staff

- 23.16 Using the projected number of staff assigned to the school, the Principal will, on or before April 30, identify by seniority, according to the Seniority List, those Members who are surplus to the staff requirements of the school and notify, in writing, those Members who are surplus to their school, with a copy to the Union.
- 23.17 A Surplus Member is a Member who has been identified by the Seniority List as being in excess of the staffing requirements of a particular school for the ensuing school year.
- 23.18 Members who have been identified as surplus shall have the opportunity to apply to any posted vacancies for which they are or are willing to become qualified.
- 23.19 Should any surplus Members not be successful in obtaining a position through the posting process by the end of the second mass posting, the Superintendent with the responsibility for staffing elementary schools, shall in consultation with Principals, place the remaining surplus Members in the most suitable teaching positions based upon seniority, qualifications and experience. Every reasonable effort shall be made to place surplus staff within sixty (60) kilometres from their current school unless mutually agreed between the Board and the Teacher.
- 23.20 Members declared surplus to a school and assigned a position at another school have the right to return to a position in their original school if a position is created within fifteen (15) months of being declared surplus.

Lay-Off

- 23.21 Lay-off will occur when a Member has been identified by the Seniority List as being in excess of the staffing requirements of the Board at the elementary level for the ensuing school year.
- 23.22 Laid off Union Members will be placed into the vacancies created by the mass postings and after the part time and full time requests have been fulfilled and before any external candidates are hired.
- 23.23 Laid-off Members may be added to the casual occasional list subject to availability and a request from the Member.

Order of Lay-off

- 23.24 Members shall be laid off in reverse order of seniority.

Notice of Possible Lay-Off

- 23.25 On or before April 30th 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 staffing levels.
- 23.26 Whenever the Board issues such a confidential notice, the total number of Full Time Equivalent (FTE) teachers required and the total number of actual teachers to be laid off shall be identified to the Union.

Individual Notice

- 23.27 By April 30th, Members who are to 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 Member at least one school day in advance of any publication of the information.
- 23.28 The position(s) held by the identified laid-off Member(s) shall be listed as vacancies unless the assignment no longer exists.

Recall Procedures

- 23.29 Upon request, the Principal shall prepare a letter of recommendation for a laid-off Member, which may be used by the Member in securing another position.
- 23.30 All laid-off Members shall be placed on a Recall List and shall retain the following rights for a period of two (2) years with the right to be recalled to an assignment on the basis of seniority, provided the Member is qualified or becomes qualified before the date the Member 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 assignment.)
- 23.31 All laid-off Members shall have the right to continue to participate in one or more of the benefit plans, provided the Member who is on the Recall List pays the total cost of such plans.
- 23.32 A Member previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into full-time assignment.
- 23.33 A Member who is reinstated from the Recall List shall retain the seniority as if there had been no interruption in service.
- 23.34 Members who are eligible for recall shall file with the Board their most recent address, telephone number, email address and facsimile number (if available). Any notices required to be given by the Board to the Member pursuant to this Agreement shall be communicated as follows:
- i) hand delivered to the Member by the Superintendent of Human Resources or an appropriate Board official designated by the Superintendent of Human Resources with a signature of receipt being obtained by the Board;
- OR
- ii) sent by electronic mail or facsimile to the address or facsimile number provided by the Member;
- OR
- iii) such other manner as the Board and Local may agree.
- Delivery of such notice shall be deemed to have occurred on the date of delivery. A copy of the notice shall be forwarded to the Local President.
- 23.35 As vacancies become available for Members on the Recall List, the Board shall provide each Member on the Recall List and the Local President with the vacancies by email.
- 23.35.1 Members shall have up to two (2) days to respond to the Board by email, as directed, for vacancies for which the Member is qualified and the Member is prepared to accept as a teaching assignment. When there are multiple vacancies available, laid-off Members must identify their selections by priority from the list of available positions.
- 23.35.2 The Board will place the most senior qualified Member based on program and student needs identified for the vacancy.
- 23.35.3 The Board shall notify the Local President by email of all appointments as they occur.
- 23.36 A Member may decline up to two (2) offered assignments. If the Board has offered two assignments, which the Member chooses to decline, the Member will be moved to the bottom of the list of teachers yet to be recalled.

- 23.37 A Member who was on full-time assignment shall have the right to refuse a part-time assignment without losing the right of recall.
- 23.38 Members who were on part-time assignment at the time they were identified as laid-off shall be recalled to part-time assignments only, as long as there are Members who had full-time assignments with recall rights and greater seniority.
- 23.39 A Member who has the right of recall as provided in Article 23.30 and who is not recalled within the prescribed time limit shall be paid severance pay in accordance with the Employment Standards Act.
- 23.40 A Member may elect to receive severance pay upon termination of employment, in which event all rights of recall shall be forfeited.

Leave for Upgrading or Retraining

- 23.41 Upon request by the Member and with approval of the Board, a Member who would otherwise be laid off, shall be granted a leave of absence of up to two (2) years for educational upgrading, to become qualified for teaching assignments which may be required by the Board.
- 23.42 Upon expiry of the leave the Member shall be given an assignment for which the Member is qualified which is held by a Member with less seniority, otherwise, the Member shall be laid off.
- 23.43 A committee made up of at least two (2) Board and two (2) Union representatives shall be established by September 30th of each year to review the procedures outlined in Article 23 of the Collective Agreement. Amendments to the process will be implemented upon mutual agreement of the Parties.

Member Status Recall List

- 23.44 The Board shall report to the Local President on or before the last school day of September those Members who continue on the Recall List and those Members who accepted a severance allowance. The Local President shall be advised as changes occur.
- 23.45 Notwithstanding the provisions of Article 23 (23.01-23.43) the following provisions shall apply to accommodate staffing changes that are required in September of each year in regard to school situations.
- 23.46 By the third Wednesday in September all enrolment numbers must be submitted to the Central Staffing Committee. The Central Staffing Committee shall meet to discuss any school organization changes. Every effort will be made to implement these changes no later than the last teaching day in September.
- 23.47 Where school enrolment changes in September require a reduction in the staff complement, the Member in that school with the least seniority shall be declared surplus to the school and will be reassigned, subject to the following provisions.
- 23.48 Where the Member with least seniority is the only one within the school with necessary qualifications (French as a Second Language, Special Education or Divisional Qualifications) for the teaching assignment(s) that are a result of changes, the Member next in line on the seniority list shall be declared surplus to the school and shall be reassigned, subject to the following provisions.
- 23.49 Where a reassignment occurs, the Member will be notified at least five (5) school days in advance of the reassignment.

- 23.50 At least two (2) teaching days will be preparation days, prior to beginning their assignment.
- 23.51 The Board will provide the necessary staff and transportation to move the Member's materials associated with the reassignment.
- 23.52 The surplus Members, based on their seniority, will select from the list of available positions for which they are qualified.
- a) Notwithstanding the process outlined above, a Member directly impacted by the surplus situation will have the first option to declare themselves as surplus to the school in place of the least senior Member.
 - b) Notwithstanding the process outlined above a Member may have the second option to volunteer to be the surplus teacher in agreement with the Member with the least seniority.

ARTICLE 24

PART-TIME ASSIGNMENTS

Definition of Member on Part-Time Assignment

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

Part -Time to Full Time

- 24.02 The Board may hire Members 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.
- 24.04 A Member 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 Member 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 Member 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 Member 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.
- 24.05.3 A Member may apply prior to March 31 for an extension of the Member's part-time leave and such extension may be granted.
- 24.05.4 On return to a full-time assignment, the Member has the right to continue to be a Member of the staff of the school in which the Member had a part-time assignment, if a full-time position is available in that school.

Salary

- 24.06 A Member 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 Member shall have sick leave days pro-rated for the school year and shall be allowed

to accumulate them.

24.07.2 The total credit of sick leave days shall be given on September 1.

Benefits

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

Experience Credit

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

| | | | |
|------------|---|--------------|-----------|
| month+ | = | 1/10 | Grid Step |
| 2 months + | = | 1/5 | Grid Step |
| | | and so on to | |
| 9 months + | = | 9/10 | Grid Step |

Seniority

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

Preparation Time

24.11 A Member on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day, according to Article 11.

Scheduling of Assignments

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

24.12.2 The Board may schedule assignments non-consecutively only with the consent of the Member and the Union.

Attendance at Meetings

24.13 No part-time Member shall be required to attend any staff, divisional, team or other meeting, nor to participate in any professional development activity that takes place during a time or on a day that the part-time Member would not normally be at work.

ARTICLE 25

GRIEVANCE PROCEDURE

Definitions

25.01.1 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 Member shall have the right to have present a representative from the Union to assist the Member at any stage in this grievance and arbitration procedure.

Complaint Stage

25.03 A Member, with the concurrence of the Union, may initiate a complaint within fifteen (15) days of the Member 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 Members, who shall answer the complaint in writing within five (5) days after receipt of the complaint.

Grievance Procedure - Individual

25.04 In the case of a grievance by the Union on behalf of one of its Members, 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 Members, an individual Member, a retired Member or a deceased Member), 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 Member 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 Member be released from regular duties, the Member 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

- 26.01 The Board agrees that there shall be no lockout of Members 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

ACTING ADMINISTRATIVE POSITIONS

Teacher In Charge

- 27.01 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 per day in addition to regular salary and allowances as follows:.

| Effective Date | Rate |
|------------------------|---------|
| September 1, 2008 (2%) | \$41.00 |
| September 1, 2009 (2%) | \$42.00 |
| September 1, 2010 (3%) | \$43.00 |
| September 1, 2011 (3%) | \$44.00 |

- 27.02 The Member will continue to be subject to all terms and conditions of this Collective Agreement.
- 27.03 Nothing in this article prevents the Member from resuming the Member's duties subject to forty-eight (48) hours written notice to the appropriate Supervisor.
- 27.04 It is understood that the Teacher In Charge position shall be voluntary, and not an assigned duty.
- 27.05 An Occasional Teacher shall be engaged to replace the Teacher In Charge for the duration of the assignment.

Acting Principal or Vice-Principal

- 27.06 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 Member as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.
- 27.07 The Member 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.

- 27.08 The Member in an Acting Principal/Vice-Principal role shall be entitled to return to the Member'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 Member's term as Acting Principal or Vice-Principal does not exceed 193 work days within three school years.
- 27.09 The person acting as Principal/Vice-Principal shall pay Union dues.

ARTICLE 28

PROFESSIONAL DEVELOPMENT

Professional Development

- 28.01 A Superintendent of Education or designate will provide an opportunity for input from the Union, at least twice per year, regarding the following:
- attending professional conferences;
 - attending workshops;
 - local curriculum development;
 - other professional activities;
 - funds to be administered;
 - focus of the 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, 2008 and shall remain in effect until August 31, 2012 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

- 30.01 If a Member is appointed to or accepts a position of Vice-Principal or Principal, the Member's seniority will be frozen as of the date of reporting to work as a Vice-Principal or Principal. The Member may only return to the Union within a two (2) year period after the date on which they accepted or were appointed to work as a Vice-Principal or Principal. The Member shall return to or enter the Union with the seniority earned at the point of time when his or her seniority was frozen. This Member shall be subject to the recall procedures of laid-off members in Article 23.
- 30.02 The Board agrees that no Member will be laid off solely as a result of a Vice-Principal or Principal returning to the Union.

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

LAMBTON KENT DISTRICT SCHOOL BOARD


Trustee of the Board


Chief Negotiator



Trustee of the Board


Superintendent 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


Provincial Chief Negotiator - ETFO



Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
and
E.T.F.O.

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
LAMBTON-KENT TEACHER LOCAL

(The Union)

Subject: Benefit - Section 8 and 9

1. The ETFO bargaining unit proportion of the benefit allocation is \$150,932.
Note: this is to be the Board's additional adjusted Funding allocation for group benefits to be updated in the 08/09 financial statement in October 2009.
2. A joint committee, a maximum of four members, will be established to review options regarding plan improvements which shall utilize all of the PDT funding provided as outlined in #1 above. The committee will be dissolved at the conclusion of this task.
3. The Board will provide costing, subject to verification, attached to options to permit the Union to select plan improvements within the allocated amount in #1 above.
4. The effective date for plan changes is September 1, 2010.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)
And

E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
LAMBTON-KENT TEACHER LOCAL

(The Union)

Subject: Principals and Vice-Principals – Section 29

"During the 2011-12 school year, if the Board:

- a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice Principal FTEs funded; and
- b) projects under spending on its classroom teachers line in its 2011-12 Estimates; it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:
- c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice-Principal FTEs funded; or
- d) the dollar value of the projected underspending on the Board's classroom teachers line in their 2011-12 Estimates.
- e) For the purposes of subsections a) and d), the number of Principal and Vice - Principal FTEs funded will be defined as :
 - i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
 - ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principal in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted. "

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between
Lambton Kent District School Board
(The Board)

and

E.T.F.O.

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
LAMBTON-KENT TEACHER LOCAL

(The Union)

Re: Implementation of the Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches under the PDT

In accordance with the PDT, "The parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in- Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teacher per 1,000 grade 4 to 8 pupil."

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the Elementary Central Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grades 7 and 8 level.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Dated _____

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

E.T.F.O.
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
LAMBTON-KENT TEACHER LOCAL

(The Union)

The Parties agree that the daily work expectations of teachers are more accurately and reasonably reflected for EI purposes by recognizing an eight rather than a seven hour day, and the Board agrees that it will report hours of work in a manner consistent with this agreement and subject to EI audit.

Original document signed April 24, 2009 and held by the Lambton Kent District School Board.

For the Union

For the Board

Date