

COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board

(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation

(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Teachers

of District 10 of the Ontario Secondary School Teachers' Federation

Employed by the Board

(hereinafter called the "Bargaining Unit")

September 1, 1998

to

August 31, 2000

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1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the "Agreement", to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Members who are covered by the Agreement.

ARTICLE 2**TERM OF AGREEMENT**

2.01.1 This Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2000 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

2.01.2 Notwithstanding the period of notice cited in 2.01, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or

without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

2.02 If either party gives notices of its desire to negotiate amendments in accordance with Section 2.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures unless mandated by Regulations or Statutes of the Province of Ontario.

ARTICLE 3

RECOGNITION

3.01 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board

AND

3.01.1 assigned as Teachers, including Teachers on Letters of Permission, to one or more secondary schools or to perform duties in respect of such schools all or most of the time.

3.02 The Board recognizes the negotiating team of the Bargaining Unit as the party authorized to negotiate on behalf of the Union.

3.03 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 4

MANAGEMENT RIGHTS

4.01 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Agreement it is the sole right of the Board to manage the affairs of the Board in accordance with the Statutes and Regulations of Ontario. These include the rights:

- (i) to determine educational policies under the Education Act and related Statutes;**
- (ii) the right to discipline, demote, and dismiss teachers for just cause;**
- (iii) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Secondary School system;**
- (iv) to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations;**
- (v) to make, enforce and alter from time to time reasonable rules and regulations governing teachers;**
- (vi) to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and the class size subject to the provisions outlined in the Education Act, Provincial Statutes, Provincial Regulations, and clauses in the Collective Agreement;**
- (vii) to create and designate a new position to be filled by a teacher who comes within the scope of this Agreement.**

ARTICLE 5

UNION RIGHTS

5.01 The Board agrees that no Member shall be disciplined, demoted or discharged without just cause.

5.02 The Board recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Teacher is being considered.

5.02.1 A Member of OSSTF will be informed of the right to request representation prior to any meeting which involves or may lead to disciplinary action.

5.03 The Board recognizes that the Teachers in its employ have right of access to their personnel file in the Board's Human Resources Department during regular working hours to examine the contents of their file in the presence of a Human Resources staff person.

5.03.1 A Member will be provided a copy of any written appraisal put in the Member's file and will be allowed to add comments prior to filing.

5.03.2 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.

5.03.3 Documents contained in an employee's file that are of a disciplinary nature will be destroyed by shredding after three (3) years provided that there has been no subsequent disciplinary action of the same kind.

5.04 The Board shall provide a bulletin board for the use of the Bargaining Unit at an appropriate location upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit and the Members.

5.05 The Board agrees to acquaint new Members with the fact that a Collective Agreement is in effect so that the Member can be advised of the terms and conditions set out in the Agreement.

5.06 The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members; Grievance Committee Members.

5.07 Any information regarding the status of a Member which can be made available, and any information which is public information because it has been part of a Board report in public session or any information regarding teacher salaries and insured benefits will be provided to the Bargaining Unit upon written request.

5.08 The Board shall assign or reassign duties to Member(s) elected or appointed a Bargaining Unit delegate or representative required to permit attendance at a Bargaining Unit meeting. The Bargaining Unit shall reimburse the Board for the cost of a supply teacher, if a supply teacher is required and assigned.

5.09 Teacher Application and Acceptance of Position blank forms used for all Members who are subject to this Agreement shall be accessible to the President of District 10, OSSTF.

5.10 The Board and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any Member because of Union membership.

5.11 The Union shall be allowed to carry out Union business on the Board's premises including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between Union representatives and Members at time other than the Member's/ Members' scheduled instructional time.

ARTICLE 6

UNION DUES CHECK-OFF

6.01 On each pay date on which a Member is paid the Board shall deduct from each Member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

6.02 The OSSTF dues deducted in 6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

6.03 Dues specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 10, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, their Social Insurance Number, annual salary, the number of days worked, salary for the period, and the amounts deducted.

6.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 7

NO STRIKE OR LOCK-OUT

7.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 8

GRID PLACEMENT (CATEGORIES)

8.01 Category definitions shall be those outlined by the current OSSTF Certification Plan. Members will be placed in the appropriate category for salary

purposes according to their OSSTF Certification Rating Statement.

8.02 A Member who qualifies for a change in category by reason of improved certification shall be placed in the appropriate position on the Salary Grids as outlined in Articles 11.01.1 and 11.01.2.

8.02.1 Where a Member has reason to believe the Member qualifies for a change in category placement, the Member shall apply in writing along with the appropriate documentation to the Board.

8.02.2 If notice and documentation are received prior to December 31, the payment shall be retroactive to September 1.

8.02.3 If notice and documentation are received subsequent to December 31, but prior to June 15, the payment shall be retroactive to January 1.

8.02.4 Notwithstanding 8.02.2 and 8.02.3 above, a Member 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.

8.02.5 It is the Member's responsibility to provide certification of completion of the last course signed by the course instructor in order to receive retroactive payment.

8.03 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.

8.04 Although the Board has the right to create or designate a new Bargaining Unit position to be filled by a Member, the salary schedule for such a position shall be arrived at by agreement through negotiation with OSSTF. In the event the parties are unable to reach agreement, the matter shall be referred to binding arbitration and the salary shall be retroactive to the first day of work in the new position.

ARTICLE 9

TEACHING EXPERIENCE ALLOWANCE

9.01 The Board agrees to recognize teaching experience for the purpose of placement on the salary grid. This includes all teaching experience occurring in elementary and/or secondary schools in Ontario and elsewhere, as recognized by the Board and includes other teaching experience deemed equivalent by the Board.

9.02 Each year of teaching experience recognized under Article 9.01 will count

towards the teacher's placement on the salary grid until the maximum salary is reached.

9.03 The effective date for annual grid advancement will be September 1.

9.04 Full grid advancements shall be granted for each full year of teaching.

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

9.05.1 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 or more = 9/10 Grid Step

9.05.2 Notwithstanding Article 9.05, casual/daily occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall be equal to one tenth year of credit.

9.05.3 The grid placement of a Member employed as of June 30, 1998 shall not be adversely affected by the application of Article 9.

9.06 For positions of responsibility the Member's salary shall be in accordance with the Member's placement on the Teacher's Salary Grid in Articles 11.01.1 and 11.01.2 plus the responsibility allowances in Article 11.03.

ARTICLE 10

RELATED EXPERIENCE ALLOWANCE

10.01 Effective September 1, 1998, for each year of recognized related business and industrial experience beyond the basic requirement for entrance to a Faculty of Education, the allowance shall be one (1) year on the grid to a maximum of five (5) years, with the salary not to exceed grid maximum.

10.02 Effective September 1, 1998, for each year of recognized related teaching experience, the allowance (not to exceed five (5) years) shall be 1 year on the grid, with salary not to exceed grid maximum. Such experience would include, but not be limited to, teaching in a community college, or a university, either within or outside of Ontario, subsequent to the Member receiving a recognized teaching certificate.

10.03 No present employee will have the employee's grid placement adversely

affected by the implementation of Articles 10.01 and 10.02 above.

ARTICLE 11

SALARIES AND ALLOWANCES

11.01.1 (1) Effective September 1, 1998 the Teachers' Salary Grid shall be the grids of the predecessor Boards.

(2) Newly hired Members will be paid in accordance with the grid corresponding to schools in the jurisdiction of the former Kent County Board of Education and the former Lambton County Board of Education.

(3) Effective September 1, 1998, the Teachers' Salary Grids shall be as follows:

FORMER KENT

	1	2	3	4
0	31,228	33,035	35,188	37,153
1	33,396	35,353	37,656	39,825
2	35,563	37,669	40,124	42,497
3	37,729	39,987	42,594	45,169
4	39,896	42,304	45,062	47,841
5	42,063	44,621	47,530	50,513
6	44,230	46,938	49,999	53,186
7	46,396	49,256	52,468	55,858
8	48,564	51,572	54,936	58,530
9	50,730	53,890	57,405	61,201
10	52,898	56,207	59,874	63,874
11			62,342	66,546

FORMER LAMBTON

	1	2	3	4
0	30,003	32,007	35,774	36,905
1	32,064	34,010	37,768	39,517
2	33,874	36,010	39,901	42,130
3	35,810	38,013	42,101	44,743
4	37,744	40,015	44,335	47,356
5	39,679	42,018	46,588	49,968
6	41,615	44,020	48,855	52,581
7	43,550	46,021	51,120	55,193
8	45,486	48,023	53,387	57,807
9	47,421	50,026	55,654	60,418
10	49,356	52,028	57,923	63,031
11	51,284	54,031	60,193	65,315

11.01.2 Effective September 1, 1999, the Teachers' Salary Grid shall be as follows:

	1	2	3	4
0	31,228	33,035	35,188	37,153
1	33,396	35,353	37,656	39,825
2	35,563	37,669	40,124	42,497
3	37,729	39,987	42,594	45,169
4	39,896	42,304	45,062	47,841
5	42,063	44,621	47,530	50,513
6	44,230	46,938	49,999	53,186
7	46,396	49,256	52,468	55,858
8	48,564	51,572	54,936	58,530
9	50,730	53,890	57,405	61,201
10	52,898	56,207	59,874	63,874
11			62,342	66,546

11.02 EXTRA DEGREE ALLOWANCE

(a) There shall be an allowance for one recognized extra degree (Canadian or equivalent) payable January 1 or September 1 provided said degree has not been used for placement in a category. A recognized extra degree is one denoting

post-graduate work and the allowances are as follows:

Sept. 1/98

i) Master's Degree or equivalent \$778

ii) B.A. held by technical studies
Teacher, \$778

acceptable for admission to a College
of Education and provided that the
degree is over and above credits
already used to qualify for a
particular category

iii) Doctorate Degree (earned) \$1132

(b) Allowances will be paid for the highest degree only.

11.03 (a) **RESPONSIBILITY ALLOWANCES**

All allowances will be paid in accordance with the Collective
Agreements of the predecessor Boards until September 1, 1999.

(b) The Board and the Bargaining Unit agree to establish a
Restructuring Committee to review the current Headship
Structure for implementation in September 1999.

(c) The Committee will consist of three (3) representatives from
each Party. The Committee will report no later than May 30 for
implementation in September 1999.

11.04 **TRAVEL ALLOWANCE**

Travel allowances shall be paid in accordance with the Board Policy.

11.05 **METHOD OF CALCULATING SALARY**

All annual teaching salaries for the period covered by the Agreement will be determined according to the salary matrix schedules contained in Articles 11.01.1 and 11.01.2.

11.05.1 Recognized Related Experience Allowance will be added to the salary matrix value where applicable and the total is not to exceed the maximum salary.

11.05.2 Responsibility Allowance and Extra Degree Allowance(s) are each in addition to the above calculations.

11.06 METHOD OF PAYMENT

Annual salaries for Members employed by the Board shall be paid in 21 payments as follows:

4% of annual salary on September 1

4% of annual salary on the 15th of each month from September to June

8% of annual salary on the last working day in December

4% of annual salary on the last working day of the month (September to November, January to May)

16% of annual salary on the last working day in June.

11.06.1 Salary paid to Members leaving the employment of the Board or beginning an unpaid leave of absence during the school year shall be pro-rated on the basis of days worked over the total number of working days in the school year. Any salary owing will be paid no later than the following pay period.

11.07 PAYROLL DEDUCTIONS

All payroll deductions for Income Tax, Teachers Pension Plan, Union/Bargaining Unit dues, and all insured benefit payments will be deducted in proportionate amounts from each pay. Deductions for Canada Pension Plan and Employment Insurance will be deducted as required by law until the maximum deductions are reached.

11.08 REGISTERED RETIREMENT SAVINGS PLAN

The Board agrees to make consistent monthly deductions from the salary of those Members who choose to participate in the OSSTF's R.R.S.P. known specifically as Ontario Teacher Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

11.08.1 (i) 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

(ii) that OSSTF agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

ARTICLE 12

BENEFIT PLANS

12.01 MANDATORY PLANS

All Members shall join the following benefit plans:

- (1) Life Insurance.
- (2) Dental Plan - unless covered by spouse.
- (3) Extended Health Care - unless covered by spouse.
- (4) Long Term Disability - teachers covered on or after September 1, 1986.
- (5) Vision Care.
- (6) Major Restorative and Dentures - unless covered by spouse.
- (7) Orthodontics - unless covered by spouse.
- (8) Employee Assistance Program
- (9) Accidental Death and Dismemberment comparable to Policy 6998383 of Citadel General Assurance Company, providing coverage of 3 times basic salary to a maximum of \$135,000.

12.02 OPTIONAL PLANS

- (1) Semi-Private.
- (2) Dependent Group Life Insurance.
- (3) Optional Group Life Insurance.

12.03 PREMIUM SHARING

For all Members, the following schedule will apply.

- (1) Life Insurance:
 - 100% Board payment of premium for the first \$25,000 of insurance,
 - \$8.04 per month toward the premium for the

next \$40,500 of insurance,

- 50% of the premium \$65,500, up to \$140,500.

- 100% of the premium Member paid for additional units up to \$200,000 total insurance.

(2) Dental Plan - 85% Board payment of premium.

(3) E.H.C. - 85% Board payment of premium.

(4) Semi-Private - 85% Board payment of premium.

(5) Dependent Group Life - Member pays 100%.

(6) Long Term Disability Insurance - Member pays 100%.

(7) Vision Care - 85% Board payment of premium.

(8) Major Restorative and Dentures - 85% premium Board paid.

(9) Orthodontics - 85% premium Board paid.

(10) Employee Assistance Program - 85% premium Board paid.

(11) Accidental Death and Dismemberment Insurance - 85% premium Board paid.

Note: (a) Part-time Members teaching _ time or more will have their premium determined as though they were full time.

(b) Member(s) teaching less than half time will participate on a pro-rata basis except for those currently participating on a full time basis.

(c) Member(s), other than part-time, on unpaid leave of absence covered by other plans agreed to by the Board and OSSTF, excluding illness being used to serve the waiting period for LTDI plan, will pay 100% of the cost to maintain their benefits for any month(s) where there is no remuneration received from the Board. (i.e. If there was no remuneration in May, the Member would pay 100% of the premium cost that would normally be deducted from the May cheque.)

12.04 GENERAL DESCRIPTION OF PLANS

(1) Group Life Insurance Plan

i) \$65,500 of mandatory life insurance, plus optional insurance selected on hiring, in order of the following units:

Unit 1 - \$35,000

Unit 2 - \$40,000

Unit 3 - \$59,500

ii) Members electing to increase their insurance after their initial selection are subject to a medical examination without cost to the Board or Insurance Company. If the request for increased coverage is approved by the Insurance Carrier, the increased coverage will be effective beginning with the month following the month of approval.

iii) A Member retiring shall have the option of continuing his/her group life insurance to age 65 by making full premium payments through the Board.

(2) Dental Plan

Blue Cross #9 plus Space Maintainers or its equivalent with O.D.A. fee schedule one year behind current fee schedule in effect, effective April 1st of each year.

(3) Extended Health Care Plan - Current Plan or equivalent to include:

Prescription Drugs

Deluxe Travel Plan Outside Canada

Coverage (Effective April 1, 1991)

Private Nursing

Physiotherapy

Accidental Dental

Prosthetic Appliances

Durable Medical Equipment

Radium

Ambulance

Chiropractor, Osteopath, Podiatrist and Chiropodist

Hearing Aids \$500 three year replacement

Miscellaneous other Benefits

The Plan pays for eligible items covered in the above exceeding the \$25 deductible in each Member's benefit year. (Eligible items are specified in more detail in a brochure obtainable from the Personnel Department.)

(4) Semi-Private

Pays the difference between Ward accommodation and a Semi-Private Room in the hospital, using Ontario rates.

(5) Dependent Group Life

Provides \$15,000 life insurance on spouse and \$7,500 insurance on each dependent child.

(6) Long Term Disability Insurance

The Board will administer a plan that provides the following:

A two-year own occupational plan that provides payments for total disability to age 65 or Unreduced Service pension or cessation of disability or return to work.

Benefit: 60% of monthly salary prior to disability to a maximum of \$4,500 plus an 8.9% payment to Teachers' Pension Plan and an up to 4% COLA provision.

Waiting Period: Disabled for 120 days or expiration of sick leave (200 days), whichever is the later.

(7) Vision Care

A \$200/2 year replacement plan.

(8) Major Restorative & Dentures

To include complete dentures, partial dentures, denture adjustments, major restorative services including crowns, inlays/onlays and bridgework.

Provides \$2500 for each family member per year, 50/50 co-insurance.

(9) Orthodontics

Orthodontic services including space maintainers and orthodontic appliances.

Provides \$2500 lifetime for each family member, 50/50 co-insurance.

(10) Employee Assistance Program (EAP)

EAP proposed in Draft #3, December 15, 1987 will remain the EAP until amended by mutual consent of the Parties. Copy of program will be included in benefits booklet.

12.05 SURVIVOR BENEFITS

If allowed by Carrier, the Board will continue the employee benefits for up to six (6) months at the Board's normal premium subsidization.

12.06 Members on leave receiving LTDI may participate, subject to the terms and conditions of the applicable policies, in the Board's benefit plans until:

- a) they no longer qualify for disability benefits,
- b) they qualify for the 90 factor for pension,
- c) they go on pension benefits,
- d) they retire, quit or die.

12.07 The Board will provide the Bargaining Unit with the Federal EI Rebate that the teachers are entitled to under Federal EI Legislation. The Bargaining Unit shall save the Board harmless with respect to any individual grievance filed by any member of the Bargaining Unit with respect to these funds.

12.08 Employee Assistance Program (EAP)

EAP proposed in Draft #3, December 15, 1987 (Lambton) will be the EAP until amended by mutual consent of the Parties. A copy of program will be included in benefits booklet.

ARTICLE 13

WORKPLACE SAFETY AND INSURANCE

13.01 (a) When a Member is eligible for and receives approval of payment of Workplace Safety and Insurance, the days lost will not be deducted from Sick Leave.

(b) When a Member is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

(i) The Workplace Safety and Insurance payment shall be remitted to the Board;

(ii) The Member shall receive full pay from the Board;

(iii) There shall be no deduction of Sick Leave Credits from the Member.

ARTICLE 14

SICK LEAVE

14.01 This plan shall apply to all Teachers who are governed by this Collective Agreement.

14.02 Each Member shall be credited with Sick Leave of twenty (20) days per year, on the first working day of the new school year.

14.03 Where a Member commences employment after September 1 of any year, the Sick Leave of twenty (20) days shall be pro-rated.

14.04 Each eligible Member shall be entitled to have all of the unused portion of the Member's annual sick leave of twenty (20) days transferred to the Member's Cumulative Sick Leave Credit.

14.05 Each Member shall be notified no later than September 25 of the number of days added to the Member's accumulating credit for that year and also the sum total of the teacher's accumulation at that date.

14.06 Cumulative Sick Leave may be used totally or partially in any year, together with the usual twenty (20) days allowance for the current year.

14.07 Sick Leave Credit may be accumulated with no maximum.

14.08 After five (5) consecutive days absence caused by sickness, and if a certificate from the duly qualified medical practitioner or dentist is requested by the Principal, with the approval of the Supervising Superintendent, no leave with pay shall be allowed unless the certificate is furnished, certifying the inability of the Member to attend to his/her duties. Nothing in the foregoing shall prohibit the Board from requiring a Member to submit such a certificate following a period of absence should the Board believe the circumstances warrant it.

14.09 Where a teacher of another Board becomes an employee of this Board, he/she shall be entitled to have placed to his/her credit the sick leave credits accumulated in the plan of the Board by which he/she was previously employed, provided no service gratuity or other benefit in respect to Cumulative sick Leave was received from his/her former employers.

14.10 Deductions shall be made from the Member's sick leave account for the number of days absent with pay due to personal illness or physical disability. Sick leave days shall have equal status whether they were transferred from another Board or earned in the LKDSB or predecessor Boards. These deductions shall first be made from the current annual sick leave credit. If this is totally exhausted, deductions shall be made from the accumulating sick leave account. If the current annual sick leave credit is not totally exhausted, the unused portion shall be added to the accumulating account at the end of the year.

14.11 Payments shall be computed on the basis of a regular day's salary. A regular day's salary is defined as :

Annual Salary X 1
of work days per school year

14.12 Deductions shall be made from the sick leave credit system only for personal illness (mental or physical) or physical disability.

14.13 Members presently employed by the Lambton Kent District School Board will retain the accumulated sick leave credited to their sick leave account with the predecessor Board including the unused portion of the 1997-1998 sick leave entitlement.

ARTICLE 15

SICK LEAVE CREDIT GRATUITY

15.01 (a) The amount of the Cumulative Sick Leave Credit on Retirement shall be calculated as follows:

50% of annual salary rate at retirement $\frac{X a}{200} \times b$

where "a" is the number of days of Cumulative Sick Leave Credit at date of retirement; and "b" means the number of years of service with The Lambton Kent District School Board or its predecessor Boards (not to exceed its denominator.)

(b) In the event of the death of an eligible Member either before or after retirement, but before receiving the full benefits of the Retirement Gratuity as provided under subsection (a), such benefits shall be paid to his/her estate.

(c) The payment of the Cumulative Sick Leave Credit shall be made only when a Member retires for teaching to Pension, or retires through permanent total disability, or dies, any Cumulative Sick Leave Credit on retirement owing in respect of his/her service shall be paid to his/her estate.

(d) The Sick Leave Credit on Retirement shall be based upon the salary and years of service, which shall include sabbatical leave, of the Members at the date of regular retirement, death or total disability.

(e) Provided the Member advises the Board of his intended retirement by December 31 of the year prior to retirement, the allowance upon request may be paid as soon as practical after the retirement. If the Member does not advise the Board by December 31, the allowance provided under this section may be paid in a single installment in the first month of the calendar year following retirement or death, unless the Board of Education and the recipient agree upon an alternative method of payment.

(f) A Member dismissed for cause shall not receive a Cumulative Sick Leave Credit on retirement unless otherwise decided by the Board.

(g) A Member shall not be entitled to more than 50% of his/her

annual salary, according to the intent of the Education Act, 1974, Section 155 (8).

(h) To be eligible for the Retirement Gratuity Plan, a Member hired after September 1, 1975 must have five (5) or more years' service with the Lambton Kent District School Board or its predecessor Boards.

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. A "Request for Absence of Teacher" form is required for all absences. In emergency situations, a telephone notification will suffice provided the Request for Absence form is completed upon return to work.

16.01.1 Deductions from sick leave credits will be made for illness only.

16.02 The Board shall grant a leave of absence with no deduction in salary or sick leave credits, subject to the following limitations:

16.02.1 Up to three (3) days leave of absence in the event of a serious illness involving a spouse, child, sibling, parent, or near relative living in the same home.

16.02.2 A leave of up to five (5) days for the death of a spouse, child, sibling, parent, or grandparent.

16.02.3 (a) 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.

(b) A leave of up to three (3) days for the death of a near relative living in the same home.

16.02.4 A one (1) day leave for the purpose of attending a funeral of other relatives (not covered in Article 16.02.2 and 16.02.3) or close friend.

16.02.5 A leave of up to two (2) days for the birth or adoption of a child by the Member.

16.02.6 A leave for approved school business.

16.02.7 A one (1) day leave for writing Post-Secondary or Trades examinations.

16.02.8 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 received be turned over to the Board.

16.02.9 A leave for each day in attendance at court where the Member is a party to the action in which the Member has been charged and has been acquitted, or where a civil action has been initiated against the teacher on an education related matter, and the teacher has been found at no fault. In both cases, the Member shall be allowed leave of absence without deduction of salary for time spent in court. In any instance, salary shall not be deducted until the decision of the court has been handed down.

16.02.10 A leave for each day in which the teacher is quarantined.

16.02.11 A leave of up to five (5) days for miscellaneous reasons, including observance of religious holidays, or for absences due to extenuating circumstances may be granted by the Director of Education. This discretionary leave may be in addition to any leave granted under Article 16.02.

LEAVE WITH COST OF SUPPLY

16.03 The Board shall grant a leave of absence with the Member paying the cost of an occasional teacher (if one is employed during the absence) in the following instances:

- 1. A leave of up to five (5) days for carrying out duties associated with holding elected or appointed Municipal Office.**
- 2. Court appearances other than for those reasons in 16.02.8 and 16.02.9.**

16.03.3 A one (1) day leave to attend the Member's own post-secondary graduation.

16.03.4 A one (1) day leave to attend the post-secondary graduation of a spouse, daughter, or son.

LEAVE WITHOUT PAY

16.04 The Board shall grant a leave of absence without pay in the following instances:

A full day's pay deduction = Annual Salary X 1

of work days in the school year

16.04.1 For an Extended Leave of Absence (subject to the limitations set out in Article 16.04.5).

16.04.2 For a Member's own wedding or the wedding of a son or daughter.

16.04.3 For a Public Office Leave other than that listed in 16.03.1.

16.04.4 A leave necessitated by exceptional circumstances may be granted by the Director of Education.

EXTENDED LEAVE OF ABSENCE

16.04.5 An extended leave may be granted upon written request of a Member subject to the following provisions:

(i) 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.

(ii) 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.

A Member on leave under this clause will not accumulate sick leave while on leave.

A Member on leave will be allowed to participate in the Board's benefit plan at the Member's expense.

PUBLIC OFFICE LEAVE (PROVINCIAL OR FEDERAL)

16.04.6 Leave shall be granted to a teacher for initial term of office. If a Member runs for re-election after previously having served a minimum of eight years and is re-elected, the Member shall be considered as having resigned, by mutual consent, on date of re-election.

16.05 TEACHER FUNDED LEAVE PLAN

(a) Intent

The Plan is intended to assist in dealing with the problem of Teacher redundancy and it is not meant to discourage a teaching employee from applying for other types of leaves. In addition, the Plan may enhance a Member's opportunity to enrich the Member's personal development.

(b) Description

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

- i) three years' salary over four years; or
- ii) four years' salary over five years; or
- iii) five years' salary over six years.

(c) Qualifications

Any Member having five (5) years' seniority with the District School Board and/or its predecessor Boards is eligible to participate in the plan.

(d) Application

- (i) A Member must make written application to the Director of Education or designate, on or before January 31 requesting permission to participate in the Plan.
- (ii) 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.
- (iii) Applications are to be processed in order of receipt by the Director of Education or designate.
- (iv) Written acceptance or denial of the Member's request with an explanation will be forwarded to the Teacher by April 1 in the school year the application is made.
- (v) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.

(e) Terms of Reference

- (i) 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.
- (ii) The Member shall return to the same position if it still exists or a similar position if it does not, at the same level of responsibility and at the same school as that from which the Teacher took leave.
- (iii) On return from leave, the Member shall be placed on the salary grid in the same position as if he/she had not taken the leave.
- (iv) No Member's position on the Seniority List relative to other Members shall be changed due to the Member

participating in this Plan.

(v) Sick leave credits will not accumulate during the year spent on leave.

(vi) 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.

(vii) 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 of the school year in the year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the Member within sixty (60) days of notification of the Member's desire to leave the Plan.

(viii) In the event that a suitable replacement cannot be hired for a Member who has been granted a leave, the Board may defer the year of the leave provided that the Member is notified on or before April 1 of the school year prior to the leave year. In this instance, a Member may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

(ix) Should deferral result in a leave of absence being taken past the last year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.

(x) 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.

(xi) 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 contract shall be agreed to by the Board and the Bargaining Unit.

(f) Payment Formula

(i) During the term of the Plan, a participating Member will be paid grid salary and allowances as follows:

Salary and Allowances Paid DuringTerm Teaching Period Leave Period

Four Years 75.0% 25.0% + interest*

Five Years 80.0% 20.0% + interest*

Six Years 83.3% 16.7% + interest*

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

(ii) During the leave year, the deposits made in 16:07 (f) (i) above, plus any additional interest earned, shall be paid to the Bargaining Unit Member.

(iii) The Leave of Absence shall be taken in the last year of the term selected, subject to 16:05 (e) (viii) and (ix).

(g) Bargaining Unit Members currently on the Teacher Funded Leave Plan shall be given the opportunity to switch to one of the other options, subject to Teachers' Pension Plan and income tax regulations and at the Member's initiation.

16.06 RETURN FROM LEAVE

The Member returning from an Extended Leave of Absence, Union Leave, or Public Office Leave shall be returned to the same position at the same level of responsibility in the same school if it exists or an equivalent position if it does not.

ARTICLE 17**UNION LEAVE****17.01 OSSTF Negotiators:**

The Board shall grant a special leave to no more than five Members, who shall be designated by District 10, OSSTF as the Teachers' Negotiating Team. Such leave shall not exceed 100 days in total.

The District shall give notice to the Director only, no later than one month following the serving of notice to negotiate.

17.02 Union Officers

The Board shall grant, on a yearly basis, special leave for up to two FTE teachers to conduct Federation business. OSSTF District 10 will notify the Board, no later than May 15, of the name(s) of the person(s) and the duration of the leave. The leave shall be continuous during the specified period. If the leave is for less than a full day, it shall be taken for the continuous part of a day during the specified period. A member designated for such leave shall be entitled to all rights, benefits and privileges under this Collective Agreement. District 10, OSSTF shall reimburse the Board for the replacement cost of the salary and benefits for the specified Member's leave time. Such costs shall be calculated as the average of the minimum of category 3 and category 4.

17.03 Bargaining Unit Leave (Provincial)

Leave of absence shall be granted to any Member elected to Provincial OSSTF Executive or hired by OSSTF. Duration of the leave is to be for two years on the basis that it may be reviewed annually, if the Member seeks re-election or is rehired. The recipient of this leave shall be allowed full accumulation of seniority and sick leave credits. Upon return from the leave, the Member shall be placed in the same or equivalent position that was held when the leave was granted. Cost of salary and benefits is to be paid by Provincial OSSTF.

17.04 Bargaining Unit Leave (Executive)

The leave of absence shall be for up to 25 days for local Executive Federation business, as approved by the Bargaining Unit Executive. Cost of a supply teacher, if a supply teacher is engaged is to be charged to District 10, OSSTF.

ARTICLE 18

PREGNANCY/PARENTAL LEAVE

18.01 A Member may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act. (Appendix I)

18.02 A Member may request and the Board shall grant an Extended Parental Leave provided

(1) 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 semester.

(2) For the purpose of this clause, the school year shall consist of two (2) semesters, and the maximum leave shall be two (2) years.

(3) The Member who takes an Extended Parental Leave under this Article shall be granted benefits in accordance with Article 12 with the Board continuing to pay its share of premium costs for a period of twelve (12) months.

(4) The Member is required to stipulate the date on which the Member will resume duties on the Request for Leave of Absence. Any change to this date must be mutually agreed to by the parties.

(5) Upon return to duty, the Member shall

(a) 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;

(b) return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists;

(c) retain all rights and benefits accrued to the commencement of the leave; and

(d) be placed on the salary schedule according to his/her years of teaching experience and certification.

18.03 ADOPTION LEAVE

1. A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the Employment Standards Act.
2. Extended Parental Leave as set out in Article 18.02 above shall include Extended Adoption Leave.

18.04 BENEFITS DURING PREGNANCY/PARENTAL LEAVE

18.04.1 (a) For the duration of the statutory Pregnancy/Parental Leave in accordance with the Employment Standards Act, the Board will continue the employee's benefits at the Board's normal premium subsidization.

Employees on Extended Parental Leave may continue their benefit plans beyond twelve months by paying 100% of the

benefit costs on a monthly basis.

(b) The Board shall provide for Members on Pregnancy or Adoption Leave a Supplementary Employment Insurance Plan approved by the Human Resources Development Canada. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the EI benefit that would be payable to the Member each week of the benefit period.

ARTICLE 19

PROBATIONARY PERIOD

19.01 A newly hired Member shall serve a probationary period of one year with an extension of the period for absences exceeding 30 days.

19.02 Appointments to the permanent staff will normally become effective September 1 following a satisfactory performance appraisal at the end of the period of probation, or on the date the probationary period is completed.

19.03 Any period of service on probation shall not prevent, cancel or retard increase in salary as provided by the Salary Grid.

ARTICLE 20

SENIORITY

20.01 By February 15, 1998, the Board shall, in consultation with the Bargaining Unit, have developed a list of all Bargaining Unit Members employed by the Board as at January 1, 1998 in order of their acquired seniority.

20.02 The seniority system will take effect the date of ratification of this Agreement or such earlier date as the parties may agree.

20.03 Seniority shall be the length of continuous service with the Lambton Kent District School Board or predecessor Board as a Bargaining Unit Member from the first day worked after being hired to the Secondary Panel. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

20.04 A separate seniority list shall be established for Teachers.

20.05 The list shall be rank ordered such that the most senior Bargaining Unit Member is at the top of the list and the most junior is at the bottom.

20.05.1 The seniority list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than October 15 and February 15 of each school year.

20.05.2 Errors in the calculation of a Member's seniority shall be brought to the attention of the Board by the Member within twenty-five (25) work days or the list shall be deemed correct. The final seniority list will be correct as of March 31 of each year.

20.06 Bargaining Unit Members hired on or after January 1, 1998 shall be added to the seniority list based on their first day of work.

20.07 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie;

20.07.1 total years of secondary teaching experience with the Board and its predecessor Boards, other than LTO experience;

THEN

20.07.2 total years of secondary teaching experience with the Board and its predecessor Boards, including LTO experience;

THEN

20.07.3 total years of teaching experience with the Board and its predecessor Boards, including LTO experience;

THEN

20.07.4 total years of teaching experience in Ontario;

THEN

20.07.5 total years of teaching experience;

THEN

20.07.6 by lot conducted by a Superintendent and the Bargaining Unit President.

20.07.7 In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

RIGHT OF APPEAL

20.08 Seniority List: Should an error be found by a Member, the Member will have twenty-five (25) work days to request corrections from a Human Resources Staff person. Failing resolution of the problem, an Appeal Committee consisting of the OSSTF Secondary Staffing Committee will decide the granting of requested corrections. The decision of the Appeal Committee shall be final and binding on all parties.

ARTICLE 21**TRANSFER, SURPLUS, REDUNDANCY, AND RECALL PROCEDURES****21.01 DEFINITIONS**

21.01.1 A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.

21.01.2 A Voluntary Transfer, in accordance with 21.08 and 21.09 shall mean any staff change arrangement that fills a Staff Complement Vacancy.

21.01.3 A Surplus Teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.

21.01.4 A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements at the secondary level for the ensuing school year.

21.02 DECLARATION OF REDUNDANCY

On or before March 31 of each school year, the Board shall issue a notice in writing to the Bargaining Unit as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year.

21.03 Whenever the Board issues such a notice, and the total number of Teachers employed exceeds the total number required, the difference shall be the number of Teachers to be declared redundant.

21.04 The redundant Members shall be identified in reverse order of seniority.

21.05 Every Member declared redundant shall be given written notice by

April 15 stating the effective date and the reasons therefore. Such notice shall be given to the Member at least one school day in advance of any publication of the information.

21.06 The positions held by the identified redundant Members shall be listed as vacancies.

21.07 All redundant Members shall be placed on a Recall List and shall retain the following rights for a period of three (3) years with:

- (i) the right to be recalled to a position 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 position); and

- (ii) 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.

21.07.1 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.

21.07.2 A Member who is reinstated from the Recall List shall retain the seniority as if there had been no interruption in service.

21.07.3 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.

21.07.4 When a position becomes available, the Board shall contact the Member being recalled by telephone and shall offer the position by Registered Mail.

21.07.5 If the Member offered a position fails to contact the Board with his/her acceptance of the rehiring within seven (7) calendar days from the date of contact, all rights will be forfeited and the Member will be removed from the Recall List.

21.07.6 If a Member declines an offer of recall for which the Member is qualified, all recall rights are forfeited unless the Board approves of the reasons for non-acceptance.

21.07.7 A Member accepting employment with another Board shall terminate employment with this Board. A Member accepting such a position with another Board shall forfeit all recall rights.

21.07.8 A Member who was on full-time assignment shall have the right to refuse a part-time position without losing the right of recall.

21.07.9 Members who were on part-time assignment at the time they were identified as redundant 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.

21.08 TRANSFERS

Any Bargaining Unit Member requesting or proposing a transfer shall do so in writing through the principal's office, or the office of the designated Superintendent of Schools.

The above does not give preference over other applicants to a posting nor preclude the Bargaining Unit Member applying for a transfer to be considered for a posting to which they subsequently apply.

When vacant positions occur, they will be posted in accordance with Article 23.01 (Posting) to allow Bargaining Unit Members to request transfers. Requests for transfer will be handled in accordance with Article 21.09.

21.09 Applications for transfer may be made at any time during the year. On April 22, the Board will post a list of all vacant positions in schools. The Superintendent responsible for staffing will match the vacancies and requests by April 30. Explanation for placement will be provided upon request. The past practice of not interviewing will continue. A list of all applicants will be forwarded to the bargaining unit president by April 30.

Vacancies for September 1 which become known after April 22, and before June 15, will be filled in accordance with Articles 21 and 23 (Posting). Surplus Members shall not have to apply for positions; they shall be placed in seniority order.

21.10.1 DECLARATION OF SURPLUS

Using the projected number of staff assigned to the school, the Principal will, before April 30,

- (i) determine the staffing requirements for the school based on the timetabled program needs of the school for the next school year;
- (ii) identify by subject those positions which are vacant, including those created by redundancies;
- (iii) identify by subject those Members who are surplus to the staff

requirements of the school, after redundancies and voluntary transfers have been considered.

21.10.2 Prior to any Members being identified as surplus to a school however, every effort shall be made to accommodate the Member in another subject in the same school if the Member:

- (i) has the necessary qualifications according to Regulation 298; or
- (ii) has evidence of recent successful teaching in the subject (within the last 5 years); or
- (iii) will have the necessary qualifications by the time the assignment takes effect.

21.10.3 The Principal shall keep the Branch President informed throughout the surplus procedures and shall provide the Branch President with copies of:

- (i) the complete school staff list;
- (ii) the timetabled program needs of the school for the next year;
- (iii) the staff list indicating subject allocation for each Member, or teacher opening, for the next school year;
- (iv) the list of teacher vacancies; and
- (v) the names of Members who are surplus to the staffing requirements of the school.

21.11 Upon request, the Principal shall prepare a letter of recommendation for a redundant Member which may be used by the Member in securing another position,

21.12 Each Principal shall by April 30 submit to the Board a list by subject, of Members who have been identified as redundant or considered surplus to the school, a list of vacant positions in the school, and a staff list indicating the Members' subject allocations for the next school year. The Bargaining Unit President shall be provided with a copy of these lists.

1. Members who have been identified as surplus will have the opportunity of requesting a transfer to a suitable vacancy which has been created either by the redundancy identification or by normal attrition. This shall be done by the use of Preference forms used by Members to indicate their preferences.
2. Should this process of voluntary transfer not result in all surplus Members being placed, the Superintendent with the responsibility for staffing

secondary schools shall, in consultation with Principals, place the remaining surplus Members in the most suitable teaching positions based upon qualifications, experience, and seniority.

21.14 If a position for which the surplus Member is qualified is not available the surplus Member will be placed in the supernumerary pool and the most senior Member on the redundancy list with the qualifications will be offered the position.

21.15 **SUPERNUMERARY POOL**

(a) If there are surplus Members for whom no position is available and/or Members on the Recall List, a permanent Supernumerary Pool of up to two (2) full-time Teachers (FTE) will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary Pool, the Member(s) is (are) considered on notice of transfer and may be placed where needed in schools within the system.

(b) A surplus Member refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.

(c) When vacancies are filled from the pool, redundant Members shall be recalled to the pool in order of seniority, with the final date for recall and/or assignment as one of the two (2) Supernumerary Pool Members being October 31.

(d) Members in the Supernumerary Pool may be assigned duties that include the following or a combination of the following:

i) Occasional Teaching

ii) Other educational assignments appropriate to a qualified Teacher.

(e) Members in the Supernumerary Pool will receive full salary and insured benefits.

(f) A Member in the Supernumerary Pool who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the Member is assigned to teach in both schools.

ARTICLE 22**TRANSFERS**

22.01 The Board will not transfer from one municipality to another unless for reasons of surplus, redundancy, or personal request, or mutual agreement.

ARTICLE 23**POSTINGS**

1. All vacant positions within the District shall be posted in all secondary schools in the Lambton Kent District School Board for five (5) working days for the exclusive access of Bargaining Unit Members. Postings shall be school specific and shall include all known details of the vacant timetable.

23.02 If there are no qualified applicants from current Bargaining Unit Day School Members to a posted vacancy, then such vacancy will be advertised for access by:

Occasional, Summer School, Night School and Continuing Education Teachers, and external applicants.

23.03.1 POSITIONS OF ADDED RESPONSIBILITY

Status quo for 1998-1999. Committee to recommend for 1999-2000.

23.04 APPOINTMENTS TO POSITIONS OF ADDED RESPONSIBILITY

Status quo for 1998-1999. Committee to recommend for 1999-2000.

ARTICLE 24**TERMINATION OF EMPLOYMENT AND SEVERANCE PAY****24.01 TERMINATION OF EMPLOYMENT**

24.01.1 Employment of a Member could be terminated in the following instances:

- (i) By mutual agreement of the parties;

(ii) By the Member with thirty (30) days written notice;

(iii) By the Board for just cause;

(iv) By the Board, for reasons of redundancy in accordance with the Collective Agreement.

24.02 A Member who has completed the probationary period who is declared redundant and is still redundant after June 15 shall be entitled to severance pay:

i) As an option in lieu of assignment to the Supernumerary Pool.

ii) As an option, if the positions available in the Supernumerary Pool have been filled.

24.03 The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:

Continuous Experience
with the Board Severance Pay

1 year 0%

2 years 10%

3 years 15%

and 5% for each additional year to maximum of 50%.

24.04 The actual payment of severance pay will take place by September 30.

24.05 A Member who opts for severance pay loses all rights under the Agreement, with the exception of the right to severance pay, with their employment relationship with the Board considered terminated at the end of the school year or the date the request for severance pay is approved by the Board, whichever is later.

ARTICLE 25

STAFFING COMMITTEES

25.01 The Board agrees to the establishment of the following committees:

a) Secondary Staffing Committee

b) In-school staffing committee

25.02 Secondary Staffing Committee

A Secondary Staffing Committee shall be established by September 15 and maintained from year to year. The purpose of the committee will be to assure fair and equitable distribution of staff in accordance with the collective agreement. The Committee shall meet with the Board Superintendent responsible for the allocation of staff in the spring and fall of each year to :

1. review the allocation of staff to each school.
2. review the allocation and organization of staff within each school.
3. review working conditions.
4. review the application of surplus redundancy procedures

25.03 Composition of Secondary Staffing Committee

There shall be 3 representatives of the Bargaining Unit and 3 representatives of the Board chaired by the Superintendent responsible for staffing secondary schools.

25.04 In-School Staffing Committees

An In-School Staffing Committee shall be established and maintained in each Secondary school. The purpose of the committee will be to assist the principal to:

- (a) review the allocation and organization of staff within the school;
- (b) review the non-instructional assignments.

Any concern of the In-School Staffing Committee may be reported to the Superintendent of Operations.

25.05 Composition of In-School Staffing Committees

The Committee will consist of the Principal and a union representative, as a minimum. Additional staff members may be appointed by agreement of the parties maintaining equal representation.

ARTICLE 26

STAFFING

26.01 Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools operated by the Board shall meet legislative requirements. The Board shall assign its remaining teaching staff to other non classroom teaching services including but not limited to such services as Guidance, Library, Special Education, Resource or other special programs.

ARTICLE 27

STAFF GENERATION AND ALLOCATION COMMITTEE

27.01 The Parties agree to establish a Staff Generation and Allocation Committee to establish a formula for implementation of staffing by September 1999.

CONDITIONS OF WORK

27.02 Class Size Guidelines

(a) The following are the class size guidelines. These guidelines shall apply as of September 30 (and as of February 28 for the second semester).

Advanced Level 30

General Level 28

Basic Level 16

Limited Facility 20

(b) Each full-time teacher shall be assigned 1250 minutes of instructional time for every five instructional days on average during the school year. Of the 1250 minutes, up to 1125 minutes of instructional time for every five instructional days on average will be assigned to classroom instruction. In the context of the current

school organization, no bargaining unit member shall be assigned more than six (6) credit courses or equivalent in the Member's assigned timetable. Of the 1250 minutes, a minimum of 125 minutes of other timetabled instructional duties shall be assigned, first, to duties in areas which are credited toward a high school diploma or to special education or remedial programs (ie. on-calls), and second, to other instructional duties providing direct services to students. This includes coverage for absent Members. Examination days, co-op monitoring and field trips/off campus activities deemed by the Principal to be part of the curriculum shall be included in the calculation of the 1250 minutes of instructional time. Department Heads shall be assigned 125 minutes of department administrative duties per week within the 1250 minutes of instructional time.

No teacher shall be assigned more than the equivalent of 24 on-calls (based on a 75 or 76 minute period) in each semester. The Principal will limit on-calls to no more than two per week. Principals will balance on-calls among staff and balance the on-calls of a teacher over the school year. It is agreed that on-calls are only assigned time when used and, therefore, when not used, alternate assignments will be given.

Each teacher shall be timetabled for the equivalent of _ period (based on a 75 or 76 minute period) of preparation time for each day within every five instructional days during the school year. Preparation periods will not be used for on-call assignments.

Each Member shall be provided with an uninterrupted forty (40) minute lunch break.

(c) Non-instructional assignments shall be assigned equitably amongst the staff.

ARTICLE 28

HEALTH AND SAFETY

28.01 The Parties agree to implement the Guidelines for the Structure and Function of the Joint Workplace Health and Safety Committee as agreed between the Lambton Kent District School Board and the members of OSSTF, as revised June 1, 1998 or as amended by the Parties. Dispute resolution will be in accordance with Article 10.6 of the Guidelines.

ARTICLE 29

GRIEVANCE PROCEDURE

29.01 DEFINITIONS

a) 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.

b) a "party" shall be defined as:

i) the Bargaining Unit

ii) the Board

c) "day" shall mean regular work days unless otherwise indicated.

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

29.03 COMPLAINT STAGE

A Member, with the concurrence of the Bargaining Unit, 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 Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

29.04 GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Bargaining Unit 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 Bargaining Unit, within ten (10) days the Bargaining Unit 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:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit 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 Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit'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 Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

29.05 GRIEVANCE PROCEDURE - PARTY

In the case of all 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 Bargaining Unit, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought and;
- iv) 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 Bargaining Unit, the Bargaining Unit 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 Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit'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 Bargaining Unit or 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.

29.06 GRIEVANCE MEDIATION

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.

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.

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

29.07 ARBITRATION

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.

29.08 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.

29.09 COST OF ARBITRATION

The fees for a single Arbitrator, or a Chairperson of a board of Arbitration, shall be shared equally by the parties.

29.10 Time restrictions may be extended if mutually agreed in writing.

29.11 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 30**PART-TIME TEACHERS**

30.01 The Board may hire teachers on a part-time basis.

30.02 The part-time assignment will be specified at the time of hiring or placement and will include percentage of a full time assignment.

30.03 The salary for Part-time shall be pro-rata of Full-time. The benefits for teachers teaching .5 or more of Full-time shall be calculated as though they

were Full-time. Teachers teaching less than .5 of Full-time shall have their benefit premiums calculated on a pro-rata of Full-time basis.

Part-time teachers currently employed by the Board teaching less than .5 of Full-time who currently have benefit premiums paid on a full time basis, shall continue to have their benefits on a Full-time basis.

30.04 The seniority for part-time Teachers shall be calculated as though they were full-time.

ARTICLE 31

CERTIFIED TEACHERS

31.01 Where the ***Education Act*** permits Boards to employ persons without teaching certificates to provide services previously required to be provided by certified Teachers, the Board agrees to continue to employ certified Teachers to provide such services, subject to any other applicable provisions of this Collective Agreement, until the teacher:

- (a) retires; or
- (b) is transferred to another teaching position; or
- (c) resigns.

ARTICLE 32

ACTING ADMINISTRATIVE POSITIONS

32.01 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 of \$40.00 per day in addition to the Member's regular salary and allowances.

32.01.1 The Member will continue to be subject to all terms and conditions of this Collective Agreement.

32.01.2 Nothing in this Article prevents the Member from resuming the Member's Bargaining Unit duties subject to forty-eight (48) hours written

notice to the appropriate Supervisor.

32.01.3 The replacement of an absent Principal/Vice-Principal by a Member of the Bargaining Unit shall not result in any on-calls or other additional duties for any OSSTF member.

32.02 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 of the Bargaining Unit as an Acting Principal or Vice-Principal to fulfill the duties of the absent Administrator.

32.02.1 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.

32.02.2 The Member in an Acting Principal/Vice-Principal role shall be entitled to return to the Member's former position in the Bargaining Unit 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 Bargaining Unit, provided that the Member's terms as Acting Principal or Vice-Principal does not exceed 193 work days within three school years.

32.02.3 The person acting as Principal/Vice-Principal shall pay Union dues.

32.03 No Member shall be asked to perform duties which involve evaluation or discipline of another Member while acting as a Principal/Vice-Principal.

ARTICLE 33

CONTINUING AND ADULT EDUCATION

33.01 This Article contains all matters agreed to by the parties pertaining to Continuing Education, Adult Education, and Summer School Teachers.

33.02 Adult Education, Continuing Education, and Summer School teachers are hired term specific and must be certified teachers. The Board and the Member mutually agree to the termination of the employment at the end of the specific term.

33.03 The Board will make every reasonable effort to use Members on the Recall List for Night School, Summer School or Continuing Education teaching provided they possess the qualifications and ability to provide the required quality of teaching for the subject concerned.

33.04 Any Continuing Education teachers employed by the Board shall be

members of the Bargaining Unit.

33.05 The Board agrees to deduct through payroll deductions such dues, fees, and levies as stipulated under the Constitution and By-laws of the Bargaining Unit. The Bargaining Unit agrees to indemnify and save harmless the Board for any and all of the consequences of making and paying deductions to the Bargaining Unit in accordance with Article 6.

33.06 The Rates of pay, following, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

Subject to -Summer School Teacher \$32.89 per classroom hour

review by -Continuous Intake Teacher \$32.89 per classroom hour

the Parties. -Summer School Senior Teacher \$4,314 Allowance

33.07 Bargaining Unit Members teaching in the Continuing Education program who, prior to Sept. 1, 1998, received salary, benefits, seniority, sick leave credit and gratuity, and all other applicable provisions of the predecessor collective agreements, shall retain these as conditions of employment.

33.08 If allowed by the Carrier, Continuing Education Members shall be able to participate in the benefits package at their own expense.

ARTICLE 34

PROFESSIONAL DEVELOPMENT DAY

34.01 The Board agrees that one (1) Professional Activity Day, as defined in the Regulations, shall be conducted by the Federation. The agenda and program for the Professional Development Day shall be approved in advance by the Director of Education.

ARTICLE 35

EVALUATION

35.01 Performance appraisal is an evaluation process for the purpose of administrative decision- making. Evaluations shall be performed by a supervisory officer of the Board/Ministry and/or Principal and

Vice-Principal only.

35.02 No member of the Bargaining Unit will be involved in the performance appraisal of other Bargaining Unit members.

ARTICLE 36

PROFESSIONAL FEES

36.01 The Board agrees to comply with Regulations concerning the Ontario College of Teachers by deducting the annual fee of the Ontario College of Teachers from each Member's salary in the prescribed manner.

APPENDIX I

PREGNANCY AND PARENTAL LEAVE

PART XI from the *Employment Standards Act, 1990*

Definitions

34. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; ("parent")

"parental leave" means a leave of absence under subsection 38 (1); (congé parental")

"pregnancy leave" means a leave of absence under subsection 35 (1). ("congé de maternité) R.S.O. 1990, c. E.14, s. 34.

Pregnancy leave

35.—(1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to

	a leave of absence without pay.
When leave may begin	(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
Notice	(3) The employee must give the employer, <ul style="list-style-type: none"> (a) at least two weeks written notice of the date the leave is to begin; and (b) a certificate from a legally qualified medical practitioner stating the expected birth date. R.S.O. 1990, c. E.14, s. 35.
Special Circumstances	36.-(1) Subsection 35 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
Notice in special circumstances	(2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer, <ul style="list-style-type: none"> (a) written notice of the date the pregnancy leave began or is to begin; and (b) a certificate from a legally qualified medical practitioner that, <ul style="list-style-type: none"> (a in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. R.S.O. 1990, c. E.14, s. 36.
End of pregnancy	37.—(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen

leave if parental leave available	weeks after the pregnancy leave began.
End of pregnancy leave if parental leave not available	(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.
End of pregnancy leave on employee notice	(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c. E.14, s. 37.
Parental leave	38.—(1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following, <p style="text-align: center;">(a) the birth of the child; or</p> <p style="text-align: center;">(b) the coming of the child into the custody, care and control of a parent for the first time.</p>
Restriction on when leave may begin	(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
When mother's parental leave may begin	(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
Notice	(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. R. S. O. 1990, c. E. 14, s. 38.
Special circumstances	39.—(1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
When leave in special circumstances begins	(2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
Notice	(3) An employee described in subsection (1) must give the employer written notice that the

employee wishes to take leave within two weeks after the employee stops working. R.S.O. 1990, c. E.14, s. 39.

End of parental leave **40.** Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. R.S.O. 1990, c. E. 14, s. 40.

Change of notice to begin leave **41.—(l)** An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

Change of notice to end leave **(2)** An employee who has given notice to end leave may change the notice,

(a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. R.S.O. 1990, c. E.14, s. 41.

Rights during leave **42.—(l)** During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefits plan **(2)** For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

Employer contributions **(3)** During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan

described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority (4) Seniority continues to accrue during pregnancy leave or parental leave. R.S.O. 1990 , c. E. 14, s. 42.

Reinstatement **43.**—(1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Reinstatement where employer's operations have been suspended, etc. (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

Wages (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked throughout the leave. R.S.O. 1990, c. E. 14, s. 43.

No discipline, etc. because of leave **44.** An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. R.S.O. 1990, c. E.14, s. 44.

Employment standards officer may make order **45.** Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employee shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1990, c. E.14, s. 45.

COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board

(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation

(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Teachers

of District 10 of the Ontario Secondary School Teachers' Federation

Employed by the Board

(hereinafter called the "Bargaining Unit")

September 1, 1998 to August 31, 2000

DATED at Sarnia, Ontario, this 24th day of October, 1998

For District 10 OSSTF For the Lambton Kent

Teachers' Bargaining Unit District School Board

Jane Hulme, President Richard Whittington, Chair

Rick Boak, Chief Negotiator Isabel Carter, Vice-Chair

Hugh Garrett, Negotiator Paul Millman, Negotiator

Anne Gilbert, Negotiator

Wayne Houston, Chief Negotiator