

SU

FILE No.	801-0162	
CERT. FILE		
CERT. DATE		
MALE EMPS		
F/MLE EMPS		
TOTAL EMPS	662/660	
EFF. DATE	01-SEPT-00	
EXP. DATE	31-AUG-01	
CODING CONTROL	DATE	CODE
IDENT CODED		
SUB. PROVS CODED		

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, 2000

to

August 31, 2001

Received - union

Received - employer

Received - other _____

OFFICE OF
FEB 27 2001
COLLECTIVE BARGAINING
INFORMATION

TABLE OF CONTENTS

ARTICLE 1	PURPOSE	1
ARTICLE 2	TERM OF AGREEMENT	1
ARTICLE 3	RECOGNITION	1
ARTICLE 4	MANAGEMENT RIGHTS	2
ARTICLE 5	UNION RIGHTS	2
ARTICLE 6	UNION DUES CHECK-OFF	4
ARTICLE 7	NO STRIKE OR LOCK-OUT	4
ARTICLE 8	GRID PLACEMENT (CATEGORIES)	5
ARTICLE 9	TEACHING EXPERIENCE ALLOWANCE	5
ARTICLE 10	RELATED EXPERIENCE	6
ARTICLE 11	SALARIES AND ALLOWANCES	7
	TEACHER CONSULTANTS	8
	EXTRA DEGREE ALLOWANCE	8
	RESPONSIBILITY ALLOWANCES	8
	TRAVEL ALLOWANCE	9
	METHOD OF CALCULATING SALARY	9
	METHOD OF PAYMENT	9
	PAYROLL DEDUCTIONS	9
	REGISTERED RETIREMENT SAVINGS PLAN	9
ARTICLE 12	BENEFIT PLANS	10
	LONG TERM DISABILITY INSURANCE	10
	SURVIVOR BENEFITS	11
	BENEFITS TABLE	12
	MARKETING OF BENEFIT PLANS	13
ARTICLE 13	WORKPLACE SAFETY AND INSURANCE	13
ARTICLE 14	SICK LEAVE	13
ARTICLE 15	SICK LEAVE CREDIT GRATUITY	15

ARTICLE 16		
	LEAVES OF ABSENCE.....	16
	LEAVE WITH COST OF SUPPLY	17
	LEAVE WITHOUT PAY	17
	EXTENDED LEAVE OF ABSENCE	18
	PUBLIC OFFICE LEAVE (MUNICIPAL, PROVINCIAL OR FEDERAL)	18
	TEACHER FUNDED LEAVE PLAN	18
	Intent	18
	Description.....	18
	Qualifications.....	19
	Application.....	19
	Term of Reference	19
	Payment Formula	20
	RETURN FROM LEAVE.....	21
ARTICLE 17		
	UNION LEAVE	21
ARTICLE 18		
	PREGNANCY/PARENTAL LEAVE	22
	ADOPTION LEAVE	23
	BENEFITS DURING PREGNANCY/PARENTAL LEAVE.....	23
ARTICLE 19		
	PROBATIONARY PERIOD	24
ARTICLE 20		
	SENIORITY.....	24
	RIGHT OF APPEAL	25
ARTICLE 21		
	TRANSFER, SURPLUS, REDUNDANCY, AND RECALL PROCEDURES	26
	DEFINITIONS	26
	DECLARATION OF REDUNDANCY	26
	TRANSFERS	27
	DECLARATION OF SURPLUS	28
	SUPERNUMERARY POOL	29
ARTICLE 22		
	TRANSFERS	30
ARTICLE 23		
	POSTINGS.....	30
ARTICLE 24		
	TERMINATION OF EMPLOYMENT AND SEVERANCE PAY.....	31
	TERMINATION OF EMPLOYMENT	31
ARTICLE 25		
	STAFFING.....	33
ARTICLE 26		
	WORKING CONDITIONS	32
ARTICLE 27		
	SECONDARY STAFFING COMMITTEE	33
ARTICLE 28		
	HEALTH AND SAFETY.....	34

ARTICLE 29		
	GRIEVANCE PROCEDURE	.34
	DEFINITIONS.....	.34
	COMPLAINT STAGE.....	.35
	GRIEVANCE PROCEDURE - INDIVIDUAL35
	STEP 1.....	.35
	STEP 2.....	.36
	STEP 3.....	.36
	GRIEVANCE PROCEDURE - PARTY36
	STEP 1.....	.36
	STEP 2.....	.36
	STEP 3.....	.36
	GRIEVANCE MEDIATION37
	ARBITRATION.....	.37
	COST OF ARBITRATION37
ARTICLE 30		
	PART-TIME TEACHERS	38
ARTICLE 31		
	CERTIFIED TEACHERS	39
ARTICLE 32		
	ACTING ADMINISTRATIVE POSITIONS	40
ARTICLE 33		
	CONTINUING AND ADULT EDUCATION AND SUMMER/NIGHT SCHOOL	40
ARTICLE 34		
	PROFESSIONAL DEVELOPMENT/ACTIVITY DAYS	41
ARTICLE 35		
	EVALUATION	42
ARTICLE 36		
	PROFESSIONAL FEES	42

ARTICLE 1
PURPOSE

- 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 This Agreement shall be in effect from September 1, 2000 and shall continue in force up to and including August 31, 2001 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*.
- 2.01.1 Notwithstanding the period of notice cited in 2.01.1, 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 2.01.1, 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.

OR

- 3.01.2 of every Part **X.1** teacher who is assigned as Continuing Education, Adult Education, Summer School and Night School Teacher or Marker to deliver or mark credit courses in one or more secondary schools or other facility used by the Board;
- 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, counsellors or solicitors to assist, advise, or represent it in any or 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:
- 4.01.1 to determine educational policies under the Education Act and related Statutes;
- 4.01.2 the right to discipline, demote, and dismiss teachers for just cause;
- 4.01.3 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Secondary School system;
- 4.01.4 to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations;
- 4.01.5 to make, enforce and alter **from** time to time reasonable rules and **regulations** governing teachers;
- 4.01.6 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;
- 4.01.7 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. Where the Board deems that a suspension is to be imposed, such suspension must be for a stated definite reason(s).

- 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 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 Teacher'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 a Member'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 in each work location upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit, Members **and/or** Occasional Teachers.
- 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 and 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 ail 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 times other than the **Member's/Members'** scheduled instructional time.
- 5.12 The Board shall not discipline in any way a Member for reporting an incidence of misfeasance, malfeasance, **fraud** or any other action/inaction on the part of the Board which is believed to be detrimental to the students and/or the employees.
- 5.13 The Board shall provide a copy of each Member's corrected profile sheet on or about October 31, for the information of the Bargaining Unit. Newly hired Members' profile sheets will be forwarded to the Bargaining Unit when available.

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 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 Social Insurance 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 Numbers, 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 Article 11.01.1.
- 8.02.1 Where a Member has reason to believe he/she 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 June 15, the payment shall be retroactive to September 1.
- 8.02.3 Notwithstanding 8.02.2 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.
- 8.02.4 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 Article 11.01 . 1 plus the responsibility allowances in Article 11.03.

ARTICLE 10
RELATED EXPERIENCE

- 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 **credit** 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 credit (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 10.0 1 and 10.02 above.

**ARTICLE 11
SALARIES AND ALLOWANCES**

11.01.1

Grid Step # 1 Effective : Sept 1/00				
	1	2	3	4
0	\$31,696	\$33,531	\$35,716	\$37,710
1	\$33,897	\$35,883	\$38,221	\$40,422
2	<i>BR</i> \$36,096 <i>21.692</i>	\$38,234	\$40,726	\$43,134
	\$38,295	\$40,587	\$43,233	\$45,847
4	\$40,494	\$42,939	\$45,738	\$48,559
5	\$42,694	\$45,290	\$48,243	\$51,271
6	\$44,893	\$47,642	\$50,749	\$53,984
7	\$47,092	\$49,995	\$53,255	\$56,696
8	\$49,292	\$52,346	\$55,760	\$59,408
9	\$51,491	\$54,698	\$58,266	\$62,119
10	\$53,691	\$57,050	\$60,772	\$64,832
11			\$63,277	\$67,544

Grid Step #2 Effective Feb 1/01				
	1	2	3	4
0	\$32,172	\$34,033	\$36,252	\$38,276
1	\$34,405	\$36,422	\$38,794	\$41,029
2	<i>BR</i> \$36,638 <i>22.018</i>	\$38,808	\$41,337	\$43,781
3	\$38,869	\$41,196	\$43,881	\$46,534
4	\$41,102	\$43,583	\$46,424	\$49,287
5	\$43,334	\$45,970	\$48,967	\$52,040
6	\$45,567	\$48,357	\$51,510	\$54,794
7	\$47,798	\$50,745	\$54,054	\$57,546
8	\$50,032	\$53,131	\$56,596	\$60,299
9	\$52,263	\$55,519	\$59,140	\$63,051
10	\$54,497	\$57,906	\$61,684	\$65,805
11			\$64,226	\$68,557

11.01.2 **TEACHER CONSULTANTS**

Level	Allowance (\$) above grid salary	Positions
1	5,500	Co-ordinator of Adult and Continuing Education Co-ordinators of Special Education
2	4,500	Program Department Consultants Information Technology Department Consultants
3	3,500	Secondments (short term) Special Project Teachers (short term) Temporary or Acting Appointments

11.02 **EXTRA DEGREE ALLOWANCE**

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:

11.02.1 Master's Degree or equivalent **\$778**

11.02.2 B.A. held by technical studies Teacher, 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 **\$778**

11.02.3 Doctorate Degree (earned) **\$1132**

11.02.4 Allowances will be paid for the highest degree only.

11.02.5 All teachers who have been receiving this allowance prior to the 2000/2001 school year shall continue to receive it as described.

11.02.6 Effective September 1, 2000, teachers who acquire any of the degrees described shall be credited with one (1) year of experience on the salary grid in Article 11.

11.03 **RESPONSIBILITY ALLOWANCES**

The following allowance is payable effective September 1, 2000 to August 31, 2001:
Program Leader - **\$3,500**

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 Article 11.01.1.

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 Program Leader Position allowance is in addition to the salary grid.

11.06 METHOD OF PAYMENT

Annual salaries for Members employed by the Board shall be paid in 2 1 payments as follows:

- 4% of annual salary on September 1;
- 4% of annual salary on the 15 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 constant 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 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

11.08.2 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 Members shall join the mandatory plans and have the option of joining the optional plans as outlined in the Benefits Table in 12.11.
- 12.02 Premium sharing shall be as outlined in the Benefits Table in 12.11. Premium rates shall be quoted as Single and Family.
- 12.03 Part-time Members teaching half ($\frac{1}{2}$) time or more will have their premium sharing determined as though they were full time.
- 12.03.1 Member(s) teaching less than half ($\frac{1}{2}$) time will participate on a pro-rata basis except for those currently participating on a full time basis.
- 12.04 Member(s), other than part-time, on unpaid leave of absence covered by other plans agreed to by the Board and OSSTF, excluding sick leave 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 were no remuneration in May, the Member would pay 100% of the premium cost that would normally be deducted from the May cheque.)
- 12.05 Members electing to increase their life 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.
- 12.06 A Member who retires shall have the option of continuing eligible benefits in the Benefits Table (Article 12.11) until age 65 by making full premium payments through the Board.

12.07 **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.

12.08 **SURVIVOR BENEFITS**

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

- 12.09 Members on leave receiving **LTDI** benefits 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; or
 - b) they qualify for the **90** factor for pension; or
 - c) they go on pension benefits; or
 - d) they retire, quit or die.

12.10 The Board will deduct and remit to the Bargaining Unit each month the Federal **EI** Rebate that the Members 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.

NOTE: See Memorandum of Agreement **re:** Benefits.

12.11 BENEFITS TABLE

Plan	Mandatory (M) Optional (O)	Policy # & Carrier	% premium Board	% premium Member	Description & Comments
Life Insurance	M	Liberty Health #20000	100 \$8.04/month 50% 0	0 0 50% 100	First \$25,000 of insurance. For next \$40,500 of insurance. Of the premium \$65,500 up to \$140,500. Additional units up to \$200,000 total insurance.
Dependent Group Life Insurance	O	Liberty Health #20000	0	100	\$15,000 life insurance on spouse and \$7,500 on each dependent child
Accidental Death and Dismemberment	M	UNUM #16238	85	15	Coverage of 3 times salary to a maximum of \$135,000
Optional Group Life Insurance	O	Liberty Health #20000	0	100	Available in \$10,000 increments with male/female, smoker/non-smoker, age-banded rates
Dental Plan	M*	Liberty Health #6552C (Lambton) #6552P (Kent) (previously Blue Cross)	85	15	Including, but not limited to: 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 Eye Glasses \$200/2 years Orthodontics \$2500/person lifetime 50/50 Major Restorative \$2500/person annual 50/50 O.D.A. fee schedule one year behind current effective January 1 of each year
Major Restorative and Dentures	M*		85	15	
Orthodontics	M*		85	15	
Extended Health (are	M*		85	15	
Vision Care	M*		85	15	
Semi-Private	O		85	15	
Long Term Disability	M	OTIP Alliance #37010-005	0	100	Ontario Teachers' Insurance Plan
Employee Assistance Program	M	Sarnia Counselling Centre Family Services Kent	85	15	Family Counselling Centre Family Service Kent

* unless covered by spouse

12.12 MARKETING OF BENEFIT PLANS

While the Article 12.11 Benefits Table identifies specific policy numbers and carriers, it is understood that from time to time the Board will market the benefit plans to ensure the service and costing is competitive. Marketing of the benefit plans may result in a change in carrier, However, it is the intent that the marketing of the plan(s) would not result in a change in the benefit plan(s) that would be detrimental to the interests of the membership.

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 benefits, 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 Members 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, a certificate from a duly qualified medical practitioner or dentist may be requested, certifying the inability of the teacher to attend to his/her duty. Nothing in the foregoing shall prohibit the Board from requiring a teacher to submit such a certificate following any period of absence should the Board believe the circumstances warrant it.
- 14.08.1 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 in consultation with the Ontario Teachers' Insurance Plan vocational rehabilitation consultants and/or a District Bargaining Unit Representative to develop 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.
- 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 Cumulative Sick Leave account. If this is totally exhausted, deductions shall be made from the Cumulative Sick Leave Account. If the current annual sick leave credit is not totally exhausted, the unused portion shall be added to the Cumulative Sick Leave 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 :
- $$\text{Annual Salary} \times \frac{1}{\text{\# of work days per school year}}$$
- 14.12 Deductions shall be made from the sick leave credit system only for personal illness 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 The amount of the Sick Leave Credit Gratuity on retirement shall be calculated as follows:

$$50\% \text{ of annual salary rate at retirement } \times \frac{a}{200} \quad \times \quad \frac{b}{20}$$

where "a" is the number of days of cumulative sick leave credit at date of retirement; and "b" is the number of years of service with the Lambton Kent District School Board or its predecessor Boards excluding years of service as an occasional teacher or other non-teaching position (not to exceed its denominator).

15.02 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 15.01, such benefits shall be paid to his/her estate.

15.03 The payment of the Sick Leave Credit Gratuity shall be made only when a Member retires from teaching to Pension, or retires through permanent total disability, or dies. Any Sick Leave Credit Gratuity on retirement owing in respect of his/her service shall be paid to his/her estate.

15.04 The Sick Leave Credit Gratuity on retirement shall be based upon the salary and years of service, which shall include sabbatical leave, of the Member at the date of regular retirement, total disability or death.

15.05 Provided the Member advises the Board of his/her 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.

15.06 A Member dismissed for cause shall not receive a Sick Leave Credit Gratuity on retirement unless otherwise decided by the Board.

15.07 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).

15.08 To be eligible for the Sick Leave Credit Gratuity, 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:
- (a) 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;
 - (b) A leave of up to five (5) days for the death of a spouse, child, sibling, parent, grandparent, near relative or total dependent living in the same home;
 - (c) 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;
 - (d) 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;
 - (e) A leave of up to two (2) days for the birth or adoption of a child by the Member;
 - (f) A leave for approved school business;
 - (g) A one (1) day leave for writing Post-Secondary or Trades examinations;
 - (h) 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 any fees received be turned over to the Board;
 - (i) 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;
 - (j) A leave for each day in which the teacher is quarantined;
 - (k) A leave for observance of a religious Holy Day;

- (l) A leave of up to five (5) days may be granted by the Director of Education for extenuating circumstances in addition to any leave granted under Article 16.02.

16.03 LEAVE WITH COST OF SUPPLY

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:

- (a) Employees elected or appointed to councils boards, commissions and/or committees or other such **organizations**.
- (b) Court appearances other than for those reasons in 16.02.8 and 16.02.9;
- (c) A one (1) day leave to attend the Member's own post-secondary graduation;
- (d) A one (1) day leave to attend the post-secondary graduation of a spouse, daughter, or son;
- (e) For a Member's own wedding or the wedding of a son or daughter;
- (f) Two (2) days leave for exceptional personal circumstances excluding extension of a vacation.

16.04 LEAVE WITHOUT PAY

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

- (a) For an Extended Leave of Absence (subject to the limitations set out in Article 16.04.5);
- (b) For a Public Office Leave other than that listed in 16.03.1. An **employee who** is a candidate in a Federal, Provincial or Municipal election will be **granted a** leave of absence.
- (c) A leave necessitated by exceptional circumstances may be granted by the Director of Education.

NOTE:

A. full day's pay deduction = Annual Salary X $\frac{1}{\text{\# of work days in the school year}}$

16.05 EXTENDED LEAVE OF ABSENCE

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

- (a) 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 a maximum of two (2) years;
- (b) Written acceptance or denial of the request with an explanation will be forwarded to the Member by May 31 in the school year that application is made;
- (c) A Member on leave under this clause will not accumulate sick leave while on leave;
- (d) A Member on leave will be allowed to participate in the Board's benefit plan at the Member's expense.

16.06 PUBLIC OFFICE LEAVE (MUNICIPAL, PROVINCIAL OR FEDERAL)

Employees elected to offices requiring extended absences, such as members of the legislature or parliament, shall be granted a leave of absence.

16.07 TEACHER FUNDED LEAVE PLAN

16.07.1 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.

16.07.2 Description

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

- 1) two years' salary over three years; or
- 2) three years' salary over four years; or
- 3) four years' salary over five years; or
- 4) five years' salary over six years.

16.07.3 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.

16.07.4 Application

- (a) 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.
- (b) 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.
- (c) Applications are to be processed in order of receipt by the Director of Education or designate.
- (d) 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.
- (e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.

16.07.5 Terms of Reference

- (a) 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.
- (b) 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.
- (c) 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.
- (d) No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this Plan.
- (e) Sick leave credits will not accumulate during the year spent on leave.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.

16.07.6 Payment Formula

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

<u>Salary and Allowances Paid During</u>		
<u>Term</u>	<u>Teaching Period</u>	<u>Leave Period</u>
Three Years	66.667%	33.333% + interest*
Four Years	75.0%	25.0% + interest*
Five Years	80.0%	20.0% + interest*
Six Years	83.333%	16.667% + interest*

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

- (b) During the leave year, the deposits made in 16.07.6 (a) above, plus any additional interest earned, shall be paid to the Bargaining Unit Member.
- (c) The Leave of Absence shall be taken in the last year of the term selected, subject to 16.07.5 (h) and 16.07.5 (i).

16.07.7 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.

16.07.8 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 if it exists or an equivalent position if it does not. A position will be held in the same school for a leave that does not extend beyond two (2) years.

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 June 30, 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 pay the cost of the replacement teacher's salary and benefits. Such costs shall be the salary of the individual who is at the lowest cell in the experience grid.

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

The leave of absence shall be for up to forty (40) days for Branch/Executive Federation business including Health and Safety, as approved by the Bargaining Unit Executive. The cost of a supply teacher, if necessary, 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 provide, for by the current Employment Standards Act.
- 18.02 A Member may request and the Board shall grant an Extended Parental Leave provided:
- (a) 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;
 - (b) For the purpose of this clause, the school year shall consist of two (2) semesters, and the maximum leave shall be two (2) years;
 - (c) 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;
 - (d) 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;
 - (e) Upon return to duty, the Member shall:
 - (i) 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;
 - (ii) return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists;
 - (iii) retain all rights and benefits accrued to the commencement of the leave; and
 - (iv) be placed on the salary schedule according to his/her years of teaching experience and certification.
- 18.03 **ADOPTION LEAVE**
- 18.03.1 A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the Employment Standards Act.
- 18.03.2 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, Adoption or Parental Leave a Supplementary Employment Insurance Plan approved by 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. This Supplementary Employment Insurance Plan is limited to one of the parents.

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 an 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:
- (a) total years of secondary teaching experience with the Board and its predecessor Boards, other than LTO experience;
- THEN
- (b) total years of secondary teaching experience with the Board and its predecessor Boards, including LTO experience;
- THEN
- (c) total years of teaching experience with the Board and its predecessor Boards, including LTO experience;
- THEN
- (d) total years of teaching experience in Ontario;
- THEN
- (e) total years of teaching experience;
- THEN
- (f) by lot conducted by a Superintendent and the Bargaining Unit President.
 - (g) In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

20.08 RIGHT OF APPEAL

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 April 15 of each school year, the Board shall issue a confidential 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 Each Member declared redundant shall be given written notice by April 30 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:
- (a) 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
 - (b) 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 does it preclude the Bargaining Unit Member **from** 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. By May 7, the Board will post a list of all vacant positions in schools. The Superintendent responsible for staffing will match the vacancies and requests. 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.

Vacancies for September 1 which become known **after** May 7 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 to positions for which they qualify or for which they could become qualified.

21.10.1 DECLARATION OF SURPLUS

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

- (a) determine the staffing requirements for the school based on the timetabled program needs of the school for the next school year;
- (b) identify by subject those positions which are vacant, including those created by redundancies;
- (c) 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**

- (a) has the necessary qualifications according to Regulation 298:01
- (b) has evidence of recent successful teaching in the subject (within the last 5 years); or
- (c) 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:
- (a) the complete school staff list;
 - (b) the timetabled program needs of the school for the next year;
 - (c) the staff list indicating subject allocation for each Member, or teacher opening, for the next school year;
 - (d) the list of teacher vacancies; and
 - (e) 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.
- 21.13.1 Members who have been identified as surplus shall 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.
- 21.13.2 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, personal request, or mutual agreement.

**ARTICLE 23
POSTINGS**

- 23.01 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.

**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:
 - (a) By mutual agreement of the parties;
 - (b) By the Member with thirty (30) days written notice:

- (c) By the Board for just cause;
- (d) 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:

- (a) As an option in lieu of assignment to the Supernumerary Pool.
- (b) 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 his/her 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

25.01 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 service as Guidance, Library, Special Education, resource or other **special** programs.

25.02

In scheduling classes, every reasonable attempt will be made to achieve the following class size guidelines:

Class	Maximum Class Guidelines
Academic, Advanced or University	30
Applied, General, College or Open	25
Essential or Workplace	15
Limited Facility or Co-op	20
Able	8
All others	According to Regulations or Negotiation

25.03

The class size guideline for multi-level or multi-grade split classes shall be the lower or lowest of the numbers listed in 25.02 classes which are involved in the combination.

ARTICLE 26 WORKING CONDITIONS

26.01

Each full-time classroom teacher shall be assigned a maximum of 6.5 credit and/or credit-equivalent courses plus 0.17 TAP or remedial course.

26.02

In a **semestered** school, no classroom teacher shall be assigned more than 3.5 of the 6.5 credit and/or credit-equivalent courses per semester.

26.03

Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:30 a.m. and 1:30 p.m

26.04

Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.

26.05

Every effort shall be made to limit the number of preparations for each teacher.

26.06

Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.

26.07

The length of the school year shall be the minimum required under the Education Act.

26.08

Teachers shall not be required to cover the **class(es)** or work assignment(s) of another teacher except in the case of an emergency. An emergency is an event that occurs due to unforeseen circumstances. Each teacher may be assigned up to four (4) half period emergency on-calls per school year. A teacher shall be assigned no more than one emergency on-call in any week.

- 26.09 Supervision duties shall be assigned to each teacher in an equitable manner to a maximum of thirty (30) minutes on average per week in the portion of the school year which a teacher is not assigned 3.5 classes. When teaching four (4) periods, no supervision shall be assigned. A teacher may not be assigned more than one hundred and twenty (120) minutes of assigned duties in any four week period.
- 26.10 Unassigned time shall be available to each teacher for preparation and marking.
- 26.11 For teachers who are assigned TAP:
- a) Materials required for the delivery of the program shall be supplied;
 - b) The maximum time assigned shall not exceed thirty (30) minutes per week on average over the school year;
 - c) The TAP assignments shall be subject to review by the Secondary Staffing Committee in accordance with Article 37.
- 26.12 Each full-time non-classroom teacher (pro-rated for part-time classroom teachers) shall be assigned professional duties which provide a workload equivalent to the full-time classroom teacher's workload of 6.5 credit courses.
- 26.13 The Principal of each secondary school will forward to the District Office as soon as possible, or by September 15 at the latest, a copy of each Member's teaching and non-teaching/supervisory timetables for the year.

ARTICLE 27

See prev. Agmt. x

SECONDARY STAFFING COMMITTEE

- 27.01 A Secondary Staffing Committee, composed of two (2) Superintendents or designates, two (2) Principals, and four (4) members of OSSTF District 10 shall be established by February 15 of each school year.
- 27.02 The Committee shall provide input to Senior Administration on the following matters no later than April 7th unless the date on which Funding Formula information from the Ministry of Education and Training is released is such that the task can not be completed:
- (a) projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data;
 - (b) total Complement of OSSTF Teachers, to be assigned to the secondary panel for the following school year in accordance with the funds provided for Members under the Ministry of Education and Training's Funding Formula and the Agreement;

- (c) achievement of the Average Class Size provision of Sections 170.1 of the Education Act and any applicable Regulation;
- (d) allocation of OSSTF Teachers to each Secondary School and other worksites, **recognizing** the unique needs of individual schools , such that the total staff allocated including any holdback, equal the total number generated;
- (e) surplus and redundancy procedures and school closures;
- (f) review of the distribution of assigned time to teaching staff within each school once a semester and provide input to the Senior Administration on such distribution;
- (g) procedures for secondary staffing.

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 initially 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 benefits for teachers teaching one half (1/2) or more of full-time shall be calculated as though they were full-time. Teachers teaching less than one half (1/2) 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 one half (1/2) 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

30.05

For a part-time teacher, salary, sick leave credits and any other entitlements and/or requirements including supervision duties that are not specified in other provisions of this agreement, shall be prorated in the ratio that the teacher’s assignment bears to a full-time assignment of 6.5 classes and 0.17 credit of TAP credit. Such prorating shall be administered in accordance with the following chart:

Assignment	FTE Status
1 section	0.15
1.5 sections	0.225
2 sections	0.3
2 plus optional TAP	0.325
2.5 sections	0.375
2.5 plus optional TAP	0.4
3 sections	0.45
3 plus optional TAP	0.475
3.5 sections	0.525
3.5 plus optional TAP	0.55
4 sections	0.6
4 sections plus optional TAP	0.625
4.5 sections plus TAP	0.7
5 sections plus TAP	0.775
5.5 sections plus TAP	0.85
6 sections plus TAP	0.925
6.5 sections plus TAP	1

N.B. Teachers assigned fewer than 2 credits will not be assigned TAP; teachers assigned more than 4 sections shall be assigned TAP; teachers assigned between 2 and 4 sections inclusive have the option of accepting a TAP assignment.

30.06

All teachers, including those who have assignments in library, guidance or special education instead of classroom assignments or in combination with classroom assignments, shall be subject to these provisions. An assignment for one (1) seventy-five (75) minute period shall count as equivalent to one section.

- 30.07 Part-time teachers shall not suffer any reduction in employment status from that of the 1999-2000 school year subject to the provisions of this agreement governing seniority, surplus declaration and redundancy.
- 30.08 A part-time teacher is a teacher who chooses to have a reduced workload or who is hired in a partial workload assignment.
- 30.09 The provisions in this Article do not apply to full-time Members who:
- (a) retire during the school year;
 - (b) take leave under Article 14 Sick Leave;
 - (c) take leave under Article 18 Pregnancy/Parental Leave.

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 provision of this Collective Agreement, until the teacher:
- (a) retires; or
 - (b) is transferred to another teaching position; or
 - (c) resigns.
- 31.02 No employee covered by this Agreement shall be responsible in any way for participants of a **workfare** program adopted by the Board.

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 AND SUMMER/NIGHT SCHOOL

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

- 33.04 The Rates of pay, are as follows, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.
- Continuing Education Teacher \$35.70 per hour
 - Continuing Education Facilitator \$27.29 per hour
 - Summer School Program Leader \$5610.00 Allowance
 - Markers - Category 1 \$6.12 per lesson
(Grade 9 and Grade 10 and Grade 11 Basic)
 - Markers - Category 2 \$7.14 per lesson
(Grade 11 General and Advanced and Grade 12 General)
 - Markers - Category 3 \$7.65 per lesson
(Grade 12 Advanced and OAC)
- 33.04.1 Markers must be Certified Teachers.
- 33.04.2 Markers shall receive Teacher Pension Plan Service Credit if applicable.
- 33.04.3 Members who are hired in a consulting/coordinating capacity shall receive an allowance as specified in Article 11.
- 33.05 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.
- 33.06 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/ACTIVITY DAYS

- 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.

MEMORANDUM OF SETTLEMENT
BETWEEN
LAMBTON KENT DISTRICT SCHOOL BOARD
AND
OSSTF DISTRICT 10 ST. CLAIR

The parties agree to recommend to their respective principals, ratification of the collective agreement dated September 01, 2000 to August 31, 2001.

The new agreement shall be comprised of the September 1, 1998 to August 31, 2000 collective agreement and the changes and amendments agreed to up to and including November 28, 2000.

The parties agree to reconvene at a mutually acceptable time to correct any inadvertent errors or omissions before signing of the final document.

The parties agree that the cost of printing the final document will be shared equally.

The parties agree to issue a joint press release to announce the fact that they have reached a tentative settlement and a further joint press release when ratification has been completed.

For the Board

Boya Stankovic

Anne G. Hurd

Isabell Burt

John W. Leeman

Kan Gundrucker

For the Union

G. Am. Williams

John Cunningham

D. Ross

Paul Leclair

J. T. T...

MEMORANDUM OF AGREEMENT

between

**Lambton Kent District School Board
("Board")**

and

**Ontario Secondary School Teachers' Federation, District 10
("Union-")**

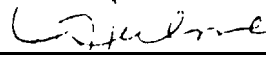
The Board and The Union agree that the following provisions will govern benefit plans for the school year 2000/2001:

1. Benefits as outlined in the previous Collective Agreement shall remain in effect.
2. The Parties agree to form a committee with equal representation to study the feasibility of the Union "taking over" the plan.
3. The Board agrees to provide all of the relevant information concerning the plans including but not limited to the experience rating, the name of the persons enrolled, the nature of the coverage of each individual in the plans and the costs associated with each of the coverages.
4. The decision to "take over" the plan will be made by the Union no earlier than **January 1, 2001** and is dependent on the Board providing an acceptable per person monetary allotment ~~including an amount for the administration of the plan~~ as well as other *JL* conditions necessary for the **efficient** and fair "takeover" of the plan.
5. The terms of this agreement are grievable under the Collective Agreement between the Parties.

Dated at **Sarnia** this **28th** day of September, 2001



For the Board



For the Union

MEMORANDUM OF AGREEMENT

between

**Lambton Kent District School Board
("Board")**

and

**Ontario Secondary School Teachers' Federation, District 10
("Union")**

The Board and The Union agree that the following provisions will govern Positions of Responsibility for the 2000/2001 school year.

1. This agreement is effective as of the date of its signing by the Parties and, if mutually agreeable, shall remain in effect either unchanged or with modifications for the 2001/2002 school year.
2. The number of Positions of Responsibility, referred to as Program Leaders, shall be one hundred and ten (110).
3. Allunfilled positions will be posted in September 2000 for internal school applications for a one (1) year term, All positions will be deemed vacant for September 2001 and re-posted to the system by April 2001. An allowance of three thousand and five hundred dollars (\$3,500) shall be paid for the school year.
4. Each school shall be allocated at least one (1) additional Program Leader position to the number of positions to be effective September 1, 2000 and shall be assigned to schools as follows:

SCHOOL	Number of Program Leaders
CKSS, LCCVI, NCIVS, WDSS	10
BDHS, JMSS, NLSS, SCITS, SCSS	8
AMSS, CCI, LKCS, RDHS, TDHS	6

5. Program Leaders who have been appointed effective September 1, 2000 shall remain in place.
6. All unfilled positions for a school shall be advertised within the school by August 30 and for five (5) school days beginning September 5, 2000 and filled by applicants selected from within each school. Positions for which there are no applicants shall remain vacant for the school year.
7. Program Leaders' responsibilities may include areas such as: Subjects, Subject Groupings, Secondary School Reform, School Growth, Special Education, Assessment & Evaluation, Curriculum Implementation, Professional Development and Information Technology.

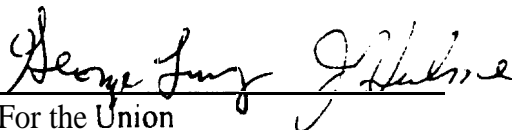
8. In addition to being subject to the authority of the Principal, the Program Leader shall assist teachers to:

- Maintain proper standards and improve methods of instruction
- Maintain consistent disciplinary and classroom management practices
- Provide effective assessment and evaluation of students
- Prepare teaching plans and outlines as required
- Prepare, control and update courses of study as required
- Provide **materials** for effective instruction
- Promote co-operation within the community and the school

9. (a) A Program Leader shall not be responsible for any fund-raising activities or for the evaluation and/or assessment of Members nor shall a Program Leader be considered a supervisor under the Occupational Health and Safety Act.
- (b) A Program Leader shall not require that a Member perform any activity that is the duty/responsibility of the Program Leader. Members are required to **fulfill** their responsibilities as defined by the Education Act and may volunteer for **organizational** contributions. Any dispute that arises in this regard shall be resolved by the President of OSSTF District 10 and the Superintendent of Operations responsible for negotiations. Their decision, if unanimous, shall be final. If they disagree, the matter may be resolved through the Grievance Procedure.
10. In the event that legislation and/or regulation changes occur that provide for mandatory co-instructional activities, any duties of Program Leaders associated with such co-instructional activities shall be assumed by the Principal and/or Vice-Principal.
11. Four (4) outstanding grievances related to Positions of Responsibility that have been referred to arbitration are withdrawn without prejudice.
12. The terms of this agreement are grievable under the Collective Agreement between the Parties.

Dated at Sarnia this 23rd day of August, 2000


For the Board


For the Union