

AGREEMENT

between



and

ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 10, St. Clair Region



District 10

2002-2004

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**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, 2002 and shall continue in force up to and including August 31, 2004 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*.
- 2.02 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*.
- 2.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 2.01 and 2.02, 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*.
- 2.04 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 right:

- a) to determine educational policies under the Education Act and related Statutes;
- b) to discipline, demote, and dismiss teachers for just cause;
- c) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Secondary School system;
- d) 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;
- e) to make, enforce and alter from time to time reasonable rules and regulations governing teachers;
- f) 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;
- g) 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 site 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 these Members 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, 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 Members elected or appointed as Bargaining Unit delegates or representatives 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 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 within thirty (30) days.
- 5.14 The principal of each school shall forward to the District Officer no later than twenty (20) working days after the start of school in September and February an updated staff list showing names, address and phone numbers, each teacher's timetables and a copy of the school's supervision/remediation schedule.
- 5.15 The Board will inform the Union of any changes made to its policies and regulations or the introduction of new policies and regulations.

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 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.

- 6.05 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 on or before 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 evidence of completion of all courses taken, 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:
- | | | |
|------------------|---|----------------|
| 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 |
- 9.05.1 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.
- 9.05.2 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, 2003, for each year of recognized related business and/or industrial experience beyond the basic requirement for entrance to a Faculty of Education, the credit shall be one (1) year on the grid with the salary not to exceed grid maximum.
- 10.02 Effective September 1, 2003, for each year of recognized related teaching experience, the credit 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.

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 SALARIES

Grid Step #1 Effective Sept 1/02				
	1	2	3	4
0	\$33,773	\$35,727	\$38,056	\$40,181
1	\$36,118	\$38,234	\$40,725	\$43,071
2	\$38,461	\$40,739	\$43,394	\$45,960
3	\$40,804	\$43,246	\$46,065	\$48,850
4	\$43,147	\$45,752	\$48,734	\$51,740
5	\$45,491	\$48,257	\$51,404	\$54,630
6	\$47,835	\$50,763	\$54,074	\$57,521
7	\$50,177	\$53,270	\$56,744	\$60,410
8	\$52,522	\$55,775	\$59,413	\$63,300
9	\$54,864	\$58,282	\$62,083	\$66,189
10	\$57,209	\$60,788	\$64,754	\$69,080
11			\$67,423	\$71,969
Grid Step #2 Effective Feb 1/03				
	1	2	3	4
0	\$34,111	\$36,085	\$38,436	\$40,583
1	\$36,479	\$38,617	\$41,132	\$43,501
2	\$38,846	\$41,146	\$43,828	\$46,420
3	\$41,212	\$43,678	\$46,526	\$49,339
4	\$43,579	\$46,209	\$49,222	\$52,257
5	\$45,946	\$48,740	\$51,918	\$55,176
6	\$48,313	\$51,271	\$54,615	\$58,096

7	\$50,679	\$53,803	\$57,311	\$61,014
8	\$53,047	\$56,333	\$60,007	\$63,933
9	\$55,413	\$58,865	\$62,704	\$66,851
10	\$57,781	\$61,396	\$65,401	\$69,770
11			\$68,097	\$72,689

Grid Step #3 Effective August 31, 2003				
	1	2	3	4
0	\$34,304	\$36,289	\$38,654	\$40,812
1	\$36,685	\$38,835	\$41,365	\$43,747
2	\$39,066	\$41,379	\$44,076	\$46,682
3	\$41,445	\$43,925	\$46,789	\$49,618
4	\$43,825	\$46,470	\$49,500	\$52,553
5	\$46,206	\$49,016	\$52,211	\$55,488
6	\$48,586	\$51,561	\$54,923	\$58,424
7	\$50,965	\$54,107	\$57,635	\$61,359
8	\$53,347	\$56,651	\$60,347	\$64,295
9	\$55,726	\$59,198	\$63,059	\$67,229
10	\$58,108	\$61,743	\$65,771	\$70,165
11			\$68,482	\$73,100

Grid Step #3 Effective Sept 1/03				
	1	2	3	4
0	\$34,990	\$37,014	\$39,427	\$41,628
1	\$37,419	\$39,612	\$42,192	\$44,622
2	\$39,847	\$42,207	\$44,957	\$47,616
3	\$42,274	\$44,804	\$47,725	\$50,610
4	\$44,702	\$47,400	\$50,490	\$53,604
5	\$47,130	\$49,996	\$53,255	\$56,598

6	\$49,558	\$52,592	\$56,022	\$59,593
7	\$51,985	\$55,189	\$58,788	\$62,587
8	\$54,414	\$57,784	\$61,553	\$65,580
9	\$56,841	\$60,381	\$64,320	\$68,573
10	\$59,270	\$62,978	\$67,086	\$71,568
11			\$69,852	\$74,562

Grid Step #4 Effective Feb 1/04

	1	2	3	4
0	\$35,357	\$37,403	\$39,841	\$42,065
1	\$37,812	\$40,027	\$42,635	\$45,091
2	\$40,265	\$42,650	\$45,429	\$48,116
3	\$42,718	\$45,274	\$48,226	\$51,141
4	\$45,171	\$47,898	\$51,020	\$54,167
5	\$47,625	\$50,521	\$53,815	\$57,192
6	\$50,078	\$53,144	\$56,610	\$60,218
7	\$52,531	\$55,769	\$59,405	\$63,244
8	\$54,985	\$58,391	\$62,200	\$66,269
9	\$57,438	\$61,015	\$64,995	\$69,293
10	\$59,892	\$63,639	\$67,791	\$72,320
11			\$70,585	\$75,345

Grid Step #5 Effective June 1/04

	1	2	3	4
0	\$35,675	\$37,739	\$40,199	\$42,444
1	\$38,152	\$40,387	\$43,018	\$45,496
2	\$40,627	\$43,033	\$45,838	\$48,548
3	\$43,102	\$45,681	\$48,659	\$51,601
4	\$45,577	\$48,328	\$51,479	\$54,653
5	\$48,053	\$50,975	\$54,298	\$57,706
6	\$50,528	\$53,622	\$57,119	\$60,760

7	\$53,003	\$56,270	\$59,939	\$63,812
8	\$55,479	\$58,916	\$62,759	\$66,865
9	\$57,954	\$61,564	\$65,579	\$69,916
10	\$60,431	\$64,211	\$68,400	\$72,970
11			\$71,219	\$76,022

11.01.2 **TEACHER CONSULTANTS**

Level	Allowance (\$) above grid salary	Positions
1	5500	Co-ordinator of Adult and Continuing Education Co-ordinators of Special Education
2	4500	Program Department Consultants Information Technology Department Consultants
3	3500	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**

An allowance shall be paid for the school year to be determined by
(funding formula allocation)
of positions

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 21 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:

- a) 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
- b) 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 an 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 Union will administer a plan that provides the following:

A two-year own occupational plan that provides payments for total disability to age 65 or a 66% percent pension or cessation of disability or return to work.

Benefit: 60% of monthly salary prior to disability to a maximum of \$4,500 and an up to 2% 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 and for an additional 6 months at the survivor's expense.

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 85 factor for pension; or
- c) they go on pension benefits; or
- d) they retire, quit or die.

12.10 BENEFITS TABLE

Plan	Mandatory (M) Optional (O)	Policy # & Carrier	% premium Board	% premium Member	Description & Comments
Life Insurance	M	Great West Life	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	Great West Life	0	100	\$15,000 life insurance on spouse and \$7,500 on each dependent child
Accidental Death and Dismemberment	M	UNUM	85	15	Coverage of 3 times salary to a maximum of \$135,000
Optional Group Life Insurance	O	Great West Life	0	100	Available in \$10,000 increments with male/female, smoker/non-smoker, age-banded rates
Dental Plan	M*	Great West Life	85	15	Including, but not limited to:

Major Restorative and Dentures	M*	(policy numbers for Great West Life will be listed when it is confirmed the coverage is identical to Liberty's as in the 2000-2001 Collective Agreement)	85	15	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 Jan. 1 of each year
Orthodontics	M*		85	15	
Extended Health Care	M*		85	15	
Vision Care	M*		85	15	
Semi-Private	O		85	15	
Long Term Disability	M	OTIP Liberty #L7010-902	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

12.11 **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 are 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).

- 12.12 Semi-Annual meetings between the Union and the Board will be held to review the usage of the Benefit plan with information available from the carrier.

ARTICLE 13 WORKPLACE SAFETY AND INSURANCE

- 13.01 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.
- 13.02 When a Member is eligible for, and receives approval of, claim by the Workplace Safety and Insurance Board of Ontario:
- a) the Workplace Safety and Insurance payment shall be remitted to the Board;
 - b) the Member shall receive full pay from the Board;
 - c) 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 the first working day of the school 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 a period of absence should the Board believe the circumstances warrant it.
- 14.09 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 accommodate an employee's established medical capabilities.
- 14.10 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.
- 14.11 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 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.
- 14.12 Payments shall be computed on the basis of a regular day's salary. A regular day's salary is defined as :
- $$\text{Annual Salary} \times \frac{\quad\quad\quad 1}{\text{\# of work days per school year}}$$
- 14.13 Deductions shall be made from the sick leave credit system only for personal illness or physical disability.
- 14.14 Members presently employed by the Lambton Kent District School Board shall 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:

$$X \times .5 \times \frac{Y}{200} \times \frac{Z}{20} = \text{gratuity}$$

where "X" is the member's final year's salary based on his/her position on the grid; and where "Y" is the number of days of cumulative sick leave credit at date of retirement; and where "Z" 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. Members who elect to work part time or take a leave for their last year of teaching will still qualify for a full gratuity.
- 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.

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

16.03 LEAVE WITH PAY

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 for someone not covered in 16.03 (b) or 16.03 (c).
- 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 16.03.

16.04 **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 16.03.h) and 16.03.i);
- 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.

16.05 **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 16.06;
- b) for a Public Office Leave other than that listed in 16.04.a). 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 $\frac{1}{\text{\# of work days in the school year}}$

16.06 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.

16.07 PUBLIC OFFICE LEAVE (MUNICIPAL, PROVINCIAL OR FEDERAL)

Employees elected to offices requiring extended absences, such as members of the legislature or parliament, and for service with the Canadian Armed Forces shall be granted a leave of absence.

16.08 TEACHER FUNDED LEAVE PLAN

16.08.1 Intent

The Plan is intended to provide teachers with the opportunity to develop professionally 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 his/her personal development.

16.08.2 Description

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

- a) two years' salary over three years; or
- b) three years' salary over four years; or
- c) four years' salary over five years; or
- d) five years' salary over six years.

16.08.3 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.

16.08.4 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.

16.08.5 **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 time 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 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.

16.08.6 Payment Formula

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

Salary and Allowances Paid During:	
<u>Teaching Period</u>	<u>Leave Period</u>
66.667%	33.333% + interest*
75.0%	25.0% + interest*
80.0%	20.0% + interest*
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 16.08.6 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 16.08.5 h) and 16.08.5. i).

16.08.7 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.

16.08.8 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 of the names of the negotiators 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**

A leave of absence shall be given for up to forty (40) days for Branch/Executive Federation business 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/ADOPTION LEAVE

18.01 **PREGNANCY/PARENTAL LEAVE**

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

18.01.2 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) that 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) that 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) that 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.

18.02 ADOPTION LEAVE

18.02.1 A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the Employment Standards Act.

18.2.2 Extended Parental Leave as set out in Article 18.01 above shall include Extended Adoption Leave.

18.03 BENEFITS DURING PREGNANCY/PARENTAL/ADOPTION LEAVE

18.03.1 For the duration of the statutory Pregnancy/Parental/Adoption 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.

18.03.2 The Board shall provide for Members on Pregnancy/Parental/Adoption 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 in consultation with the Bargaining Unit, developed a list of all Bargaining Unit Members employed by the Board as of January 1, 1998 in order of their acquired seniority. The seniority system will continue to be in effect on the date of ratification of this Agreement or such earlier date as the parties may agree.
- 20.02 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.
- 20.03 A separate seniority list shall be established for Teachers.
- 20.04 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
 - a) 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.
 - b) 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, 2000 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

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
REDUNDANCY, RECALL, TRANSFER, AND SURPLUS PROCEDURES**

21.01 DEFINITIONS

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

- c) 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.
- d) 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. 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 **RECALL PROCEDURES**

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 by telephone the Member being recalled and confirm in writing the position offered. If telephone contact fails, then the position will be offered 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; or
- 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 **REDEPLOYMENT OF STAFF DUE TO SCHOOL CLOSURE**

21.15.1 The Board will advise OSSTF not later than March 1 that a secondary school(s) will be closed effective June 30 of that calendar year.

21.15.2 All vacant positions will be posted as per Article 23.01.

21.15.3 For this initial posting only, applications from teachers from the school(s) to be closed will be given preference over other applicants.

21.15.4 If two or more teachers from the school(s) to be closed apply for the same position(s) and are equally qualified, seniority criteria shall be applied as per Article 20.

21.15.5 Any position of Responsibility that is redundant as the result of a school closure or a school's population decline shall be red circled for the duration of that member's contract as a Program Leader.

21.16 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 six (6) 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 six (6) 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.
- g) If other options above are unavailable, the teacher shall be offered an interview for a position in the elementary panel for which the member is qualified, providing that such a position exists, and providing that surplus qualified elementary teachers have been given preference in filling positions.

For the surplus procedures described above, a teacher who accepts a position in the elementary panel shall continue to accrue seniority in the bargaining unit and shall return to the secondary panel for the subsequent school year.

For the purpose of staffing for the 2004-2005 school year, those secondary teachers who accepted a position in the elementary panel for the 2003-2004 school year shall be considered as belonging to the secondary panel. If a position becomes available in the secondary panel during the secondment to the elementary panel, the teacher may accept the position, but will move only at the start of the school year or at the start of January.

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 **SEVERANCE PAY**

- a) 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.

- b) 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%.

- c) The actual payment of severance pay will take place by September 30.
- d) A Member who opts for severance pay loses all rights under the Agreement, with the exception of the right to severance pay. The employment relationship with the Board will be 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 As the basis for timetabling, the following class size guidelines shall be applied, effective September 2003.

Class	Class Size Guidelines
Academic, Advanced or University	30
Applied, General, College, Workplace or Open	25
Essential	15
Limited Facility or Co-op	20

Able	15
All others	According to Regulations or Negotiation

- 25.03 The class size guidelines for multi-level or multi-grade classes shall be the lower or lowest of the numbers listed in 25.02 for the classes which are involved in the combination.
- 25.04 Class sizes will be determined for the purpose of this Article on the 15th school day of the new semester.

**ARTICLE 26
WORKING CONDITIONS**

- 26.01 All full-time classroom teachers, including Special Education (including Resource and ABLE) who deliver credits, will be assigned time-tabled duties consisting of credit courses, credit -equivalent courses, TAP, worked on-calls, supervision, and remedial time to reach a 6.67 eligible program workload as defined in the Regulations made under the Education Act. Duties will be assigned as set out in Schedule A: Workload Assignments.
- 26.02 Notwithstanding Article 26.01, Full-time Library, Guidance, Co-op and Special Education Teachers who do not deliver credits may be fully assigned to their areas. Teachers assigned in this manner shall be given a workload approximating that of a classroom teacher.
- 26.03 Part-time teacher workload shall be pro-rated to that of the teachers defined in Article 26.01 and as specified in Schedule A: Workload Assignments.
- 26.04 Teacher workload issues shall be resolved at the Secondary Staffing Committee.
- 26.05 In a semestered school, no classroom teacher will be assigned more than the equivalent of 3.5 eligible programs per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Board and the Union.
- 26.06 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.

- 26.07 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.
- 26.08 Except in the case of a teacher emergency, teachers shall be notified of any on-call assignments before the close of the previous school day.
- 26.09 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- 26.10 The length of the school year shall be the minimum required under the ***Education Act***.
- 26.11 Unassigned time shall be available to each teacher for preparation and marking.
- 26.12 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.
- 26.13 No teacher shall be assigned duties normally performed by management, or by other bargaining units.
- 26.14 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 teacher's workload assignment for the year.

SCHEDULE A: Workload Assignments

- 1) All TAP, remedial time, supervision and on-calls shall be equitably timetabled and performed inside the instructional day. Any scheduling of TAP, remedial time, supervision and on-calls outside of the instructional day must be with the mutual consent of the teacher affected, the Principal, the Board, and the

Union.

- 2) As part of the 6.67 eligible program workload, full-time classroom teachers shall be assigned TAP, Remedial Time, Supervision and Worked On-Calls according to the following schedule:
 - a) 0.42 equivalent program of: TAP, Supervision and including up to twenty (20) half-period On-Calls;

Plus
 - b) 0.25 eligible program or program of special duties of Special Education Remedial Time, Academic Remedial Time or Subject Specialized Co-op Assistance, Library, Guidance or Computer Site Administration, or Peer Tutoring/Leadership.
- 3) Full-time Library, Guidance, Co-operative Education, and non-credit Special Education Teachers will be assigned an unstructured timetable in their area. Teachers assigned in this manner shall be given a workload equal to that of a classroom teacher.
- 4) A teacher with a mixed schedule of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- 5) Part-time teacher workload shall be pro-rated to that of the teachers defined in Schedule A.
- 6) Any workload assignments that are not described in Schedule A shall be developed in accordance with the mutual consent of the teacher affected, the Principal, the Board and the Union, to assure compliance with the Collective Agreement, the **Education Act** and Regulations.

ARTICLE 27 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 7, 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.
- 27.03 The Secondary Staffing Committee shall meet as soon as is mutually convenient but no later than 20 days after the start of each semester to assess the teacher-pupil contacts, teaching workload and additionally assigned time for all employees.

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.

- 28.02 The Board shall ensure that all workers' representatives and health and safety committee members are provided with information pertaining to their health and safety of which the employer has knowledge.
- 28.03 The Board acknowledges the right of the employee representatives to participate in the joint health and safety committee. Worker representatives will have input into the development of Board policies and Procedures related to health and safety concerns.
- 28.04 The employees have the right to refuse unsafe work according to the current Occupational Health and Safety legislation.

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 arbitratable.

- 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:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) 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:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) 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 (½) or more of full-time shall be calculated as though they were full-time. Teachers teaching less than one half (½) 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 (½) 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, eligible program duties, 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 classes. Such prorating shall be administered in accordance with the following chart:

Assignment	FTE Status
1 section	0.167
2 sections	0.333
3 sections	0.5
4 sections	0.666
5 sections	0.833

6 sections	1
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- 30.06 All classroom teachers, including those who have assignments in non credit areas 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 2000-2001 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 into 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/Adoption 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.

31.02 No employee covered by this Agreement shall be responsible in any way for participants in 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.

- a) The Member will continue to be subject to all terms and conditions of this Collective Agreement.
- b) 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.
- c) 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 Administrator in Charge to fulfill the duties of the absent Administrator.

- a) 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.
- b) The Member in an Administrator in Charge 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 an Administrator in Charge role do not exceed 193 work days within three school years.

c) The person acting as an Administrator in Charge role shall pay Union dues.

32.03 No Member shall be asked to perform duties which involve the evaluation or discipline of another Member while acting as an Administrator in Charge role.

**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.

		Sept1/02	Feb1/03	Aug 31/03
	Current	(2.5%)	(1.0%)	(0.56%)
Continuing Education Teacher	\$36.57	\$37.48	\$37.86	\$38.07
Continuing Education Facilitator	\$27.95	\$28.65	\$28.94	\$29.10
Summer School Program Leader	\$5765.33	\$5909.46	\$5968.56	\$6002.28

Markers - Category 1 (Grade 9/Grade 10/Grade 11 Basic)	\$6.27	\$6.43	\$6.49	\$6.53
Markers - Category 2 (Grade 11 General/Advanced/Grade 12 General)	\$7.31	\$7.49	\$7.57	\$7.61
Markers - Category 3 (Grade 12 Advanced/OAC)	\$7.84	\$8.04	\$8.12	\$8.16

		Sept 1/03	Feb 1/04	June 1/04
	Current	(2.0%)	(1.05%)	(0.90%)
Continuing Education Teacher	\$38.07	\$38.83	\$39.23	\$39.59
Continuing Education Facilitator	\$29.10	\$29.68	\$29.99	\$30.26
Summer School Program Leader	\$6002.28	\$6122.32	\$6186.61	\$6242.29
Markers - Category 1 (Grade 9/Grade 10/Grade 11 Basic)	\$6.53	\$6.66	\$6.73	\$6.79
Markers - Category 2 (Grade 11 General/Advanced/Grade 12 General)	\$7.61	\$7.76	\$7.84	\$7.91
Markers - Category 3 (Grade 12 Advanced/OAC)	\$8.16	\$8.32	\$8.41	\$8.49

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 A copy of the performance and evaluation criteria will be available in every school and will be supplied to any teacher on request. A copy of the performance and evaluation criteria will be forwarded to the District Office by the end of September of each year.
- 35.03 No Member of the Bargaining Unit will be involved in the performance appraisal of other Bargaining Unit Members.
- 35.04 The Board will include OSSTF representation on any committee developing or modifying Teacher Performance Appraisal policies and procedures.

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.

**ARTICLE 37
POSITIONS OF ADDED RESPONSIBILITY**

37.01 Program Leaders shall be assigned to schools as follows:

SCHOOL SIZE	Number of Program Leaders
1000 + Students	10
600-999	8
300-599	6
299 or Fewer	Mutual Agreement of Board and Union

37.02 An allowance shall be paid for the school year to be determined by (funding formula allocation)
of positions

37.03 Positions will be for a period of three years with incumbents having the ability to reapply.

37.03.1 Should the enrollment decrease below one of the benchmarks established in 37.03 above, those Program Leaders found surplus to the school's needs will continue in their position for the duration of their term appointment. Reduction in the number of Program Leaders will be through attrition or the expiration of the term contract.

37.04 Acting positions will be posted internally to the schools for positions which become vacant for a period of less than one year.

37.05 a) Program Leaders' responsibilities may include areas such as: Subjects, Subject Groupings, Secondary School Reform, School Growth, Special Education, Assessment & Evaluation, Curriculum Implementation and Professional Development.

b) Specific responsibilities will be determined by the principal in consultation with the leadership team. Assignments to Program Leaders would be

limited to 4 traditional subject areas.

- 37.06 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) Program Leader shall not require that a Member perform any activity that is the duty/responsibility of the Program Leader. 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. Members are required to fulfill their responsibilities as defined by the Education Act and may volunteer for organizational contributions.
- 37.07 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.
- 37.08 The Board agrees to offer in service training for Program Leaders.

ARTICLE 38 CRIMINAL BACKGROUND CHECK

- 38.01 The Board shall not release or report to the Ontario College of Teachers information pursuant to Regulation 521/2001 of the Education Act, or any other regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.

MEMORANDUM OF AGREEMENT

Between

The Lambton Kent District School Board

And

The Ontario Secondary School Teachers' Federation - District 10
(The Bargaining Unit)

The Parties agree that the terms of this Memorandum of Agreement constitute full and final settlement of all matters under negotiation for the renewal of the Collective Agreement under the Labour Relations Act, subject to ratification by the Bargaining Unit and the Lambton Kent District School Board.

The undersigned representatives agree to recommend the acceptance of all the terms of this Memorandum to their respective principals.

Effective February 1, 2004 long term occasional contracts will be used only to replace absent teachers from a term definite period.

The Secondary Staffing Committee shall review staffing models including, but not limited to, class size maximums and pupil teacher contacts with a goal to produce a more equitable workload for all teachers. The Committee shall make recommendations to the Parties by June 1, 2004.

The terms of this tentative agreement shall remain confidential to the Parties until after ratification by both Parties.

The terms of this agreement may be subject to grievance-arbitration.

Retroactive pay shall be paid by January 15, 2004.

Article 10, Related Experience - remove related experience cap retroactive to September 2003.

Executed at Sarnia this _____ day of _____, 2003.

For The Board
Union

For The

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, 2002 to August 31, 2004

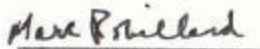
DATED at Sarnia, Ontario this 26th day of November, 2003

For District 10 OSSTF
Secondary Teachers Bargaining Unit

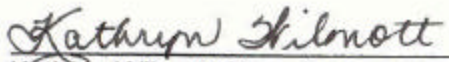
For the Lambton Kent District School Board

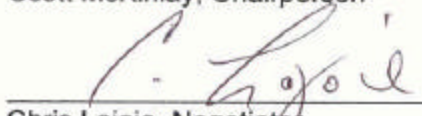

John Callaghan, President

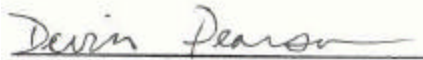

Gayle Stucke, Chief Negotiator

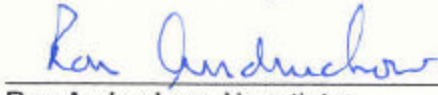

Marc Robillard, Negotiator



Scott McKinlay, Chairperson


Kathryn Wilmott, Negotiator


Chris Lajoie, Negotiator


Devin Pearson, Negotiator


Ron Andruchow, Negotiator


Peter Catenacci, Chief Negotiator


Paul Millman, Negotiator


Jack Jones, Chairperson


Mac Leitch, Negotiator