

COLLECTIVE AGREEMENT

between



Lambton Kent
District School Board

and



OSSTF/FEESO
District 10

ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 10

September 1, 2008

to

August 31, 2012

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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, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, no later than ninety (90) calendar 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 If either party gives notice of its desire to negotiate amendments in accordance with Section 2.01, the parties shall meet within fifteen (15) calendar days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties, nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures unless mandated by Regulations or Statutes of the Province of Ontario.

**ARTICLE 3
RECOGNITION**

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

AND

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

OR

- 3.01.2 of every Teacher who is on the Board's roster of Occasional Teachers and may be assigned to a secondary school

OR

- 3.01.3 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) 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 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 twenty four (24) months 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 shall make every effort to provide a confidential meeting area in each work location for Union business.
- 5.06 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.
- 5.07 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 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 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 updated 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) calendar days.
- 5.14 The Board shall forward to the District President no later than ten (10) working days after the start of school each semester the following information by school: a staff list showing names, addresses, and phone numbers of all Members; all teachers' timetables; all class sizes; each school's pupil/teacher ratio; each school's average class size; a copy of the school's duty schedule including minutes scheduled; and any other information determined by the Secondary Staffing Committee.
- 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) calendar 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.

**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 and colleges and/or universities 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 |
| One semester | = | 5/10 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 .1 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 added 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 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.

10.01.1 To be recognized:

- i) related experience must be in a field directly related to the subject taught.
- ii) Related experience means experience in a trade, profession, or business directly related to the teaching position for which the Member is hired.
- iii) Application for recognition of related experience is to be submitted with documentation acceptable to the Board within twelve (12) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

10.02 A year of related experience shall be defined as the equivalent of 1750 hours.

10.03 No present employee will have the employee's grid placement adversely affected by the implementation of Articles 10.01 and 10.02 above.

ARTICLE 11 SALARIES AND ALLOWANCES

11.01.1 SALARIES

September 1, 2008

| Yrs | Cat. 1 | Cat. 2 | Cat. 3 | Cat. 4 |
|-----|--------|--------|--------|--------|
| 0 | 40,655 | 43,006 | 45,810 | 48,368 |
| 1 | 43,477 | 46,025 | 49,023 | 51,847 |
| 2 | 46,299 | 49,039 | 52,235 | 55,324 |
| 3 | 49,118 | 52,058 | 55,451 | 58,805 |
| 4 | 51,939 | 55,074 | 58,664 | 62,281 |
| 5 | 54,760 | 58,091 | 61,877 | 65,759 |
| 6 | 57,581 | 61,107 | 65,092 | 69,241 |
| 7 | 60,401 | 64,125 | 68,305 | 72,719 |
| 8 | 63,222 | 67,140 | 71,519 | 76,197 |
| 9 | 66,043 | 70,156 | 74,734 | 79,675 |
| 10 | 68,866 | 73,173 | 77,947 | 83,155 |
| 11 | | | 81,160 | 86,633 |

September 1, 2009

| Yrs | Cat. 1 | Cat. 2 | Cat. 3 | Cat. 4 |
|-----|--------|--------|--------|--------|
| 0 | 41,875 | 44,296 | 47,184 | 49,819 |
| 1 | 44,781 | 47,406 | 50,494 | 53,402 |
| 2 | 47,688 | 50,510 | 53,802 | 56,984 |
| 3 | 50,592 | 53,620 | 57,115 | 60,569 |
| 4 | 53,497 | 56,726 | 60,424 | 64,149 |
| 5 | 56,403 | 59,834 | 63,733 | 67,732 |
| 6 | 59,308 | 62,940 | 67,045 | 71,318 |
| 7 | 62,213 | 66,049 | 70,354 | 74,901 |
| 8 | 65,119 | 69,154 | 73,665 | 78,483 |
| 9 | 68,024 | 72,261 | 76,976 | 82,065 |
| 10 | 70,932 | 75,368 | 80,285 | 85,650 |
| 11 | | | 83,595 | 89,232 |

September 1, 2010

| Yrs | Cat. 1 | Cat. 2 | Cat. 3 | Cat. 4 |
|-----|--------|--------|--------|--------|
| 0 | 43,131 | 45,625 | 48,600 | 51,314 |
| 1 | 46,124 | 48,828 | 52,009 | 55,004 |
| 2 | 49,119 | 52,025 | 55,416 | 58,694 |
| 3 | 52,110 | 55,229 | 58,828 | 62,386 |
| 4 | 55,102 | 58,428 | 62,237 | 66,073 |
| 5 | 58,095 | 61,629 | 65,645 | 69,764 |
| 6 | 61,087 | 64,828 | 69,056 | 73,458 |
| 7 | 64,079 | 68,030 | 72,465 | 77,148 |
| 8 | 67,073 | 71,229 | 75,875 | 80,837 |
| 9 | 70,065 | 74,429 | 79,285 | 84,527 |
| 10 | 73,060 | 77,629 | 82,694 | 88,220 |
| 11 | | | 86,103 | 91,909 |

September 1, 2011

| Yrs | Cat. 1 | Cat. 2 | Cat. 3 | Cat. 4 |
|-----|--------|--------|--------|--------|
| 0 | 44,425 | 46,994 | 50,058 | 52,853 |
| 1 | 47,508 | 50,293 | 53,569 | 56,654 |
| 2 | 50,593 | 53,586 | 57,078 | 60,455 |
| 3 | 53,673 | 56,886 | 60,593 | 64,258 |
| 4 | 56,755 | 60,181 | 64,104 | 68,055 |
| 5 | 59,838 | 63,478 | 67,614 | 71,857 |
| 6 | 62,920 | 66,773 | 71,128 | 75,662 |
| 7 | 66,001 | 70,071 | 74,639 | 79,462 |
| 8 | 69,085 | 73,366 | 78,151 | 83,262 |
| 9 | 72,167 | 76,662 | 81,664 | 87,063 |
| 10 | 75,252 | 79,958 | 85,175 | 90,867 |
| 11 | | | 88,686 | 94,666 |

11.01.2 **TEACHER CONSULTANTS**

| Level | Positions |
|-------|---|
| 1 | Co-ordinators of Special Education |
| 2 | Program Consultants |
| 3 | Secondments (short term) Special Project Teachers (short term) Temporary or Acting Appointments |

| Allowance (\$) above grid salary effective | LEVEL | | |
|--|-------|-------|-------|
| | 1 | 2 | 3 |
| Sept 1/2008 | 6,267 | 5,129 | 3,988 |
| Sept 1/2009 | 6,455 | 5,283 | 4,108 |
| Sept 1/2010 | 6,649 | 5,441 | 4,231 |
| Sept 1/2011 | 6,848 | 5,605 | 4,358 |

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:

| Allowance (\$) above grid salary effective | Extra Degree Allowance | | |
|--|-------------------------------|---|---------------------------|
| | Master's Degree or equivalent | B.A. held by technical studies Teacher (Refer to 11.02.1) | Doctorate Degree (earned) |
| Sept 1/2008 | 887 | 887 | 1,291 |
| Sept 1/2009 | 914 | 914 | 1,330 |
| Sept 1/2010 | 941 | 941 | 1,370 |
| Sept 1/2011 | 969 | 969 | 1,411 |

- 11.02.1 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.
- 11.02.2 Allowances will be paid for the highest degree only.
- 11.02.3 All teachers who have been receiving this allowance prior to the 2000/2001 school year shall continue to receive it as described.
- 11.02.4 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 11.01.1.

11.03 POSITIONS OF ADDED RESPONSIBILITY ALLOWANCE

An allowance shall be paid for the school year to be determined by:

$$\frac{\text{(funding formula allocation)}}{\text{\# of positions}}$$

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 Responsibility allowances are 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 the first work day of September;

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 Educators Financial 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 12.08.
- 12.02 Premium sharing shall be as outlined in the Benefits Table in 12.08. 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 A Member who retires shall have the option of continuing eligible benefits in the Benefits Table (Article 12.08) until age 65 by making full premium payments through the Board.
- 12.06 **LONG TERM DISABILITY INSURANCE**
- 12.06.1 The Union will administer an LTDI plan in accordance with the current signed agreement with the carrier.
- 12.06.2 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, resign or die.
- 12.07 **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.

12.08 **BENEFITS TABLE**

| Plan | Mandatory (M) Optional (O) | Carrier | % premium Board | % premium Member | Description & Comments |
|------------------------------------|-------------------------------|--|--------------------|---------------------|---|
| Life Insurance | M | Great West Life | 100 85 | 0 15 | salary to \$65,501 \$65,502 - \$250,000 For a total of \$250,000 |
| 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 | RBC | 85 | 15 | \$250,000 |
| Optional Group Life Insurance | O | Great West Life | 0 | 100 | Available in \$10,000 units to a maximum of \$250,000 with male/female, smoker/non-smoker, age-banded rates. Subject to approval of evidence of insurability. |
| Dental Plan | M* | Great West Life | 85 | 15 | Including, but not limited to: Prescription Drugs Deluxe Travel Plan Outside Canada Coverage Private Nursing / Physiotherapy Accidental Dental / Prosthetic Appliances Rental or at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a physician Ambulance / Chiropractor / Osteopath / Podiatrist and Chiropodist Hearing Aids Eye Glasses / Laser Surgery Eye Exam Orthodontics Major Restorative O.D.A. fee schedule one year behind current effective Jan. 1 of each year |
| Major Restorative and Dentures | M* | | 85 | 15 | |
| 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 | Family Counselling Centre Family Service Kent | 85 | 15 | Family Counselling Centre - Sarnia Family Service Kent - Chatham |

* unless covered by spouse

NOTE: Benefit Enhancements to be implemented in September 2009, will be posted on the District website (www.osstfd10.ca) and Board website (www.lkdsb.net).

12.09 **MARKETING OF BENEFIT PLANS**

While the Article 12.08 Benefits Table identifies specific 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).

12.10 Semi-annual meetings between the Union and the Board will be held to review, monitor, and make recommendations to the Union Executive and the Board regarding the best use of the benefit compensation with information available from the carrier.

**ARTICLE 13
WORKPLACE SAFETY AND INSURANCE**

13.01 When a Member is eligible for, and receives approval of, a 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.
- 14.09.1 The Return To Work Committee shall consist of the Member, an OSSTF Representative (Federation Officer and/or TBU President), the LKDSB Wellness Officer, and the Principal of the Member's school.
- 14.09.2 The return to work committee shall meet when accommodations are required for a Member to return to work.
- 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:
- $$\text{Annual Salary} \times \frac{1}{\text{\# of work days per school year}}$$
- 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
RETIREMENT GRATUITY

15.01 To be eligible for the Retirement 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.

15.02 The amount of the Retirement gratuity 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).

15.03 The payment of the Retirement Gratuity shall be made only when a Member retires from teaching to pension, or retires through permanent total disability, or dies.

15.04 In the event of the death of an eligible Member either before or after retirement, but before receiving the full benefits of the Retirement Gratuity as provided under Section 15.02, such benefits shall be paid to the Member's estate.

15.05 The Retirement Gratuity 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.

15.06 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.

15.07 A Member dismissed for cause shall not receive a Retirement Gratuity unless otherwise decided by the Board.

15.08 A Member shall not be entitled to more than 50% of his/her annual salary.

**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 in the event of a serious illness, medical appointment/treatment, or legal obligation involving a spouse, same sex partner, child, sibling, parent, total dependent, or near relative living in the same home;
- b) a leave of up to five (5) days for the death of a spouse, same sex partner, 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 Member is quarantined;
- k) a leave for observance of a religious Holy Day;
- l) a one (1) day leave to attend the Member's own post-secondary graduation;
- m) a leave of up to five (5) days may be granted by the Director of Education or designate 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) for a Member's own wedding or the wedding of a son or daughter;
- d) a one (1) day leave to attend the post-secondary graduation of a spouse, same sex partner, daughter, or son;
- e) two (2) days leave for exceptional personal circumstances.

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) 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;
- b) a Member on leave under this clause will not accumulate sick leave;
- c) 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)

16.07.1 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 five (5) years service to the Board 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) 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 Member took leave.
- b) 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.
- c) No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this Plan.
- d) Sick leave credits will not accumulate during the time spent on leave.
- e) 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.
- f) 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) calendar days of notification of the Member's desire to leave the Plan.

- g) 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) calendar days of the date of withdrawal.
- h) 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.
- i) 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.
- j) 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>Term</u> | <u>Teaching Period</u> | <u>Leave Period</u> |
|-------------|------------------------|---------------------|
| Three Years | 66.667% | 33.333% + interest* |
| Four Years | 75.0% | 25.0% + interest* |
| Five Years | 80.0% | 20.0% + interest* |
| Six Years | 83.333% | 16.667% + interest* |

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

- b) During the leave year, the deposits made in 16.08.6 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 g) and 16.08.5 h).

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.

16.09 A Member returning from an Extended Leave of Absence, Public Office Leave, or Teacher Funded Leave shall return to the same position at the same level of responsibility, if it still exists, or to an equivalent position if it does not. The school specific position will be held for a maximum of two (2) years.

16.10 A Member on leave shall have equal consideration when the Member applies for a job posting.

ARTICLE 17 UNION LEAVE

17.01 OSSTF NEGOTIATORS

The Board shall grant a special leave to no more than five (5) Members, who shall be designated by District 10, OSSTF as the Teachers' Negotiating Team. Such leave shall not exceed 100 days in total per year.

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 DISTRICT 10 OFFICERS

The Board shall grant, on a yearly basis, special leave for up to two (2) 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 at the lowest cell [year 0, Category 1] in the 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 (2) 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.

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 sixty (60) 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.

17.05 **RETURN FROM LEAVE**

A Member on District 10 or Provincial OSSTF leave shall return to the same position at the same level of responsibility, if it still exists, or to an equivalent position if it does not. The school specific position will be held for a maximum of two (2) years.

17.06 A Member on District 10 Officer or Provincial OSSTF leave shall have equal consideration when the Member applies for a job posting.

**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 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;
- d) 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.

18.02.2 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 for the first twelve (12) months. Employees on Extended Parental Leave may continue their benefit plans beyond twelve (12) 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 (2) week mandatory waiting period, the plan will pay a sum equal to 100% of the Member's regular weekly earnings. Any waiting period that falls outside the instructional year will not be paid. This Supplementary Employment Insurance Plan is limited to one of the parents.

18.03.3 For pregnancy leaves only, the Board will pay a top-up amount for a maximum eight (8) week period immediately following the birth of a child as follows:

- a) The top-up pay will be 100% of the Member's regular weekly earnings for the two (2) week waiting period and the difference between what the Member receives from the Employment Insurance and her regular weekly earnings for the remaining six (6) weeks.
- b) To receive pay, the Member must provide proof that she has applied for and is in receipt of Employment Insurance maternity benefits.
- c) The Member is not required to submit medical proof of illness.
- d) Any period that falls outside the instructional year will not be paid.

18.04 A Member on Pregnancy/Parental/Adoption Leave, as provided for by the current Employment Standards Act, or on an Extended Parental Leave granted by the Board shall have equal consideration when the Member applies for a job posting.

**ARTICLE 19
NEW TEACHERS**

19.01 Provincial legislation will apply to all new Members covered by this agreement.

**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) working 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 secondary 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 or designate and the Bargaining Unit President or designate.
- 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) working 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 District 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 ten (10) 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 and 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 Curriculum 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.

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 on the Lambton Kent District School Board website 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.
- 23.01.1 Every Member shall be sent an electronic copy of each posting through the Board email service.
- 23.01.2 Principals in all secondary schools in the Board are responsible to ensure that a hard copy of every job posting is placed in a location accessible to all Members.
- 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 two (2) weeks 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 as soon as possible after the Member has made an option according to 24.02 a) i) above.
- d) A Member who opts for severance pay loses all other rights under this Agreement. 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 The Board will continue to generate staff using the formula developed for implementation in September, 2005. The staffing formula and allocation will be reviewed with the Secondary Staffing Committee yearly. Additional staff will be utilized for student success programs including, for example, literacy and numeracy programs and programs that increase high school graduation rates. The staff will also be used to reduce class sizes, reduce teacher workload, and increase program availability that may include new variations of guidance, library, LRT, co-op, or alternate education based on student needs.

25.02 As the basis for timetabling, the following class size maximums shall be applied, effective September, 2008.

| Class | Class Size Maximum |
|--------------------------------------|---|
| University | 30 |
| University / College | 26 |
| College | 24 |
| Open | 24 |
| Co-op / Limited Facility / Hard Shop | 18 |
| Academic | 25 |
| Applied | 22 |
| Essential / Learning Strategies | 14 |
| Workplace | 17 |
| ABLE | 13 |
| DD / MF | 8 |
| All others | According to Regulations or Negotiation |

25.03 The class size maximums 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 size maximums may be exceeded by two (2) for each class.

25.05 Each Teacher's pupil-teacher contacts shall not exceed the total of the maximums of the courses taught by that Teacher as identified in 25.02.

25.06 Class sizes shall be determined for the purpose of this Article on the 10th working day of each semester.

ARTICLE 26 WORKING CONDITIONS

- 26.01 All full-time classroom teachers, including Special Education (including DD, MF, and ABLE) who deliver credits, will be assigned timetabled duties consisting of six (6) credit/credit equivalent courses. Teachers will also be assigned supervision/on-call duties as outlined in 26.06.
- 26.02 Notwithstanding Article 26.01, full-time Library, Guidance, Co-op, and Special Education Teachers may be fully assigned to their areas. Teachers assigned in this manner shall be given a workload equal to that of a classroom teacher.
- 26.03 A 1.0 FTE 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 his/her classroom and non-classroom assignments.
- 26.04 Part-time teacher workload shall be pro-rated to that of the teachers defined in Article 26.01, 26.02, and 26.03.
- 26.05 In a semestered school, no full-time classroom teachers will be assigned more than the equivalent of three (3) credit/credit equivalent courses per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Principal, and the Union.
- 26.06 In a semestered school, no full-time classroom teachers will be assigned supervision/on-call duties beyond a maximum of 25 x ½ periods (937.5 minutes), per semester (or equivalent for a non-semestered school), except by the mutual agreement of the teacher affected, the Principal, and the Union.
- 26.07 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel times between periods and/or breaks except by the mutual agreement of the teacher affected, the Principal, and the Union.
- 26.08 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties. This lunch break shall begin no sooner than 45 minutes prior to the regularly scheduled lunch period and shall end no later than 45 minutes after the end of the regularly scheduled lunch period.
- 26.09 All supervision/on-call duties shall be equitably timetabled and performed inside the instructional day. Any scheduling of these duties outside of the instructional day must be with the mutual consent of the teacher affected, the Principal and the Union.
- 26.10 Within the supervision/on-call duties minutes available, on-calls shall not exceed five (5) x ½ periods (187 minutes) per semester.
- 26.11 Except in the case of a teacher emergency, teachers shall be notified of any on-call duty before the end of the final period of the previous day.
- 26.12 Teachers shall not be assigned supervision duties in smoking areas.

- 26.13 Teachers shall not be assigned duties normally performed by management, or by other bargaining units.
- 26.14 Teachers shall not be assigned more than one supervision/on-call in a day.
- 26.15 Unassigned time shall be available daily to each teacher for preparation and marking.
- 26.16 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- 26.17 The length of the school year shall be the minimum required under the *Education Act*.
- 26.18 Any workload assignments that are not specified in this Article 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.
- 26.19 Teacher workload issues shall be referred to the Secondary Staffing Committee.

ARTICLE 27 SECONDARY STAFFING COMMITTEE

- 27.01 The Secondary Staffing Committee shall consist of two (2) superintendents, or designates, representing the Board and the President and Chief Negotiator, or designates, representing the Union.
- 27.02 The Secondary Staffing Committee shall provide input to Senior Administration on the following matters;
- a) procedures for secondary staffing;
 - b) the development of the strategy to expand secondary programming;
 - c) the allocation of any additional staffing during the term of this agreement provided by the Ministry of Education.
- 27.03.1 The Board shall forward to the Secondary Staffing Committee no later than ten (10) working days after the start of each semester the following information by school: all teachers' timetables; all class sizes; each school's pupil/teacher ratio; each school's average class size; a copy of the school's duty schedule including minutes scheduled; all Positions of Added Responsibility assignments; and any other information determined by the Secondary Staffing Committee.
- 27.03.2 Senior Administration will provide the Secondary Staffing Committee with input on the following matters no later than April 20 each year.
- 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 Teachers to be assigned to the secondary panel for the following school year according to the staffing formula in Article 25.01 and Statutes and/or Regulations;
- c) allocation of OSSTF Teachers to each Secondary School and other work sites, subject to the Agreement and recognizing the unique needs of individual schools, such that the total staff allocated, equals the total number generated;
- d) surplus and redundancy procedures and school closures;

27.04 The Secondary Staffing Committee shall meet as soon as is mutually convenient but no later than fifteen (15) working days after the start of each semester to review the work assignments of all Members.

27.05 Teacher workload issues shall be addressed by the Secondary Staffing Committee.

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 and any other legislation pertaining to the workplace, including any question as to whether a matter is arbitrable.
- b) A “party” shall be defined as:
 - i) the Bargaining Unit;
 - ii) the Board.
- c) “Day” shall mean regular work days unless otherwise indicated.

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

29.03 COMPLAINT STAGE

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

29.04 GRIEVANCE PROCEDURE - INDIVIDUAL

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

STEP 1

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

The grievance shall contain:

- 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 designate, or President of the Bargaining Unit or designate, 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**

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Bargaining Unit and the Board agree that a Single Arbitrator be appointed. The recipient of the notice shall, within five (5) days, meet with the other party to determine a single arbitrator. Failure of the parties to agree on a single arbitrator will result in a default to an arbitration panel which will be composed as follows:

- b) 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 of its appointee to the Arbitration Board. Where two appointees are so selected an arbitration panel is selected, and 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 A part-time teacher is a teacher who chooses to have a reduced workload or who is hired into a partial workload assignment.

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

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

30.04 The benefits for teachers teaching one half ($\frac{1}{2}$) or more of full-time shall be calculated as though they were full-time. Teachers teaching less than one half ($\frac{1}{2}$) of full-time shall have their benefit premiums calculated on a pro-rata of full-time basis.

Part-time teachers currently employed by the Board teaching less than one half ($\frac{1}{2}$) of full-time who currently have benefit premiums paid on a full-time basis, shall continue to have their benefits on a full-time basis.

The part-time status will be based on the ratio of the assignment to a full-time assignment of six (6) classes.

- 30.05 The seniority for part-time Teachers shall be calculated as though they were full-time.
- 30.06 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 six (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 |

- 30.07 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.
- 30.08 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.
- 30.09 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.

ARTICLE 32
ACTING ADMINISTRATIVE POSITIONS

32.01 Effective September 1, 2008, in the case of an emergency only, a Member may substitute for an absent Vice Principal or Principal for a period of one (1) day or less. The Teacher In Charge shall be paid an allowance of:

\$45.57 per day, effective September 1, 2008;
\$46.94 per day, effective September 1, 2009;
\$48.35 per day, effective September 1, 2010;
\$49.80 per day, effective September 1, 2011;

in addition to the Member's regular salary and allowances.

32.02 The Member shall continue to be subject to all terms and conditions of this Collective Agreement.

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

32.04 No Member shall be asked to perform duties which involve the evaluation or discipline of another Member while acting as Teacher In Charge.

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 effective as follows, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

| | Sept 1/08 | Sept 1/09 | Sept 1/10 | Sept 1/11 |
|---|---------------|-----------|-----------|-----------|
| Credit Granting | 45.11 | 46.46 | 47.85 | 49.29 |
| Support for Credit Granting | 34.48 | 35.51 | 36.58 | 37.68 |
| Funding Based Special Projects | Funding Based | | | |
| Home Instruction (maximum of 6 hours per week) | 29.44 | 30.32 | 31.23 | 32.17 |
| Markers - Category 1 (Grade 11 - Workplace) (Grades 9/10 - Academic, Applied, Essential, Open) | 7.74 | 7.97 | 8.21 | 8.46 |
| Markers - Category 2 (Grade 12 - Workplace) (Grade 11/12 - College, College/University, Open) | 9.00 | 9.27 | 9.55 | 9.84 |
| Markers - Category 3 (Grades 11/12 - University) | 9.67 | 9.96 | 10.25 | 10.56 |

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 11.01.2.

33.05 Bargaining Unit Members teaching in the Continuing Education program who, prior to September 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 and the Federation agree to work jointly on Professional Development projects, apart from regularly scheduled Professional Activity Days as defined in the Regulations which are the responsibility of the Board.

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.
- 35.05 The Union shall be informed in writing within five (5) working days of a Member receiving an "Unsatisfactory" evaluation.

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

Note: The Structure outlined below will take effect September 1, 2009.

37.01 CURRICULUM LEADER STRUCTURE

- 37.01.1 Each secondary school where Members of the Teacher Bargaining Unit are employed shall be organized into Curriculum Departments subject to the criteria set out in Article 37.01.2 and 37.01.3.
- 37.01.2 Every section offered in each secondary school shall be incorporated into a Department.

- 37.01.3 a) In each school that has an FTE of 650 or more, the following eleven (11) Departments shall be maintained:
- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies)
 - **English / Arts** (Dramatic Arts, Media Arts)
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Co-op / Library**
 - **Health and Physical Education / Arts** (Dance)
 - **Languages** (Classical and International, French, Native)
 - **Math / Business**
 - **Resource / Special Education / Guidance** (Learning Strategies)
 - **Science**
 - **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts)
 - **Technology**
 - **Computers**
- b) In each school that has an FTE of fewer than 650, except for AMSS, the following eight (8) Departments shall be maintained:
- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies) / **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts)
 - **English / Arts** (Dramatic Arts, Media Arts) / **Languages** (Classical and International, French, Native)
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support, Learning Strategies) / **Coop / Library / Resource / Special Education**
 - **Health and Physical Education / Arts** (Dance)
 - **Math / Business**
 - **Science**

- **Technology**
 - **Computers**
- c) At AMSS, the following eight (8) Departments shall be maintained:
- **Academic - Mathematics/Science/Business**
 - **Academic - English/Languages/Library**
 - **Academic - Arts/Canadian and World Studies/Native Languages/Social Science and Humanities**
 - **Technology - Construction, Manufacturing, Transportation, Construction-Horticulture, Hospitality and Tourism, Communications, Health and Personal Services, Hairstyling and Aesthetics**
 - **Health and Physical Education**
 - **Resource / Special Education**
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Coop**
 - **Computers**

- 37.01.4 The Department placement of any section not listed in 37.01.3 shall be determined by the Superintendent of Education – Human Resources.
- 37.01.5 There shall be a Curriculum Leader for each Department as established in accordance with Article 37.01.3.
- 37.01.6.1 At all schools, except for AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed except for those Curriculum Leaders responsible for computers.
- 37.01.6.2 At AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed or shall hold Special Education Specialist qualifications.
- 37.01.7 No Curriculum Leader shall be responsible for more than one Department.

37.02 CURRICULUM LEADER DUTIES

37.02.1 Curriculum Leaders (except those responsible for Computers) shall:

- a) be responsible for curriculum implementation, including literacy, numeracy, and other Ministry curriculum initiatives;
- b) make recommendations to the Principal regarding assignments and timetable allotments of the teaching staff and, where appropriate, support staff;
- c) assist Members of the Department as needed;
- d) report to the Principal deficiencies in the equipment or facilities used by the Department;
- e) make recommendations to the Principal regarding budget requirements.

37.02.2 Computer Curriculum Leaders shall:

- a) offer advice to the Principal and Curriculum Leaders on the integration of computer technology in the school;
- b) consult with the Board Information Technology Department regarding the Board's information technology policy;
- c) consult with the Principal regarding the school's information technology policy;
- d) assist the Principal and Board Information Technology Department in the completion of surveys and reports;
- e) assist the Principal and Board Information Technology Department in the maintenance of inventory, including on-site licences.

37.02.3 Curriculum Leaders shall NOT:

- a) perform any aspect of a performance evaluation on another Member, including being part of a job interview team;
- b) require that a Member perform any activity that is the duty/responsibility of the Curriculum Leader. Any dispute that arises in this regard shall be resolved by the President of OSSTF District 10, or designate, and the Superintendent of Education – Human Resources. Their decision, if unanimous, shall be final. If they disagree, the matter shall 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;
- c) be required to be responsible for any fund-raising activities;
- d) be required to be responsible for co-instructional activities.

37.03 CURRICULUM LEADER REMUNERATION

37.03.1 A Curriculum Leader allowance shall be paid for the school year as follows:

Major Leader (minimum 25 sections) * \$3399.00 (approximate)

Minor Leader (maximum 24 sections) * \$2060.00 (approximate)

* funding formula allocation
of positions

37.03.2 Remuneration for each year shall be based on the number of sections in the Department as of the previous year's June 15th timetable projections.

37.03.3 Should there be any changes to legislation and/or Regulation that would increase the number of Curriculum Leader positions and/or remuneration of these positions, the Parties agree to meet forthwith to negotiate the changes to this Article and any other related Articles of this Collective Agreement.

37.04 LENGTH OF TERM

37.04.1 Curriculum Leader Positions shall be for a term of three (3) years with incumbents having the right to reapply.

37.05 ACTING CURRICULUM LEADER POSITIONS

37.05.1 Acting Curriculum Leader positions shall be posted internally to the schools for positions which become vacant for a period of greater than twenty (20) days but less than one (1) year or for positions for which no candidates qualified under Article 37.01.6.1 and 37.01.6.2 have applied. All Acting Curriculum Leader positions shall be for no more than one (1) year, and the positions must be re-posted for the following September as per Article 23 of the Collective Agreement.

37.05.2 The allowance of a teacher in an Acting Curriculum Leader position shall be in accordance with Article 37.03.

37.06 POSTINGS

37.06.1 All vacant Curriculum Leader positions within the District, including Acting positions, shall be posted as per Article 23 of the Collective Agreement.

37.07 PROFESSIONAL DEVELOPMENT

37.07.1 The Board agrees to offer ongoing in-service training for Curriculum Leaders during school time.

37.07.2 An Occasional Teacher will be hired, if needed, to cover the absence of any Curriculum Leader attending subject-based meetings or receiving training from the Board.

**ARTICLE 38
CRIMINAL BACKGROUND CHECK**

- 38.01 The Board shall not release or report to the Ontario College of Teachers information obtained 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.

**ARTICLE 39
OCCASIONAL TEACHERS**

39.1 DEFINITIONS

- 39.1.1 For the purpose of placement on the salary grid, Long Term Occasional Teacher means an Occasional Teacher hired to replace an absent Member for a period of ten (10) days or more.
- 39.1.2 Short Term Occasional Teacher means an Occasional Teacher who is hired to replace an absent Teacher for a period of fewer than ten (10) working days.
- 39.1.3 Teacher means a Secondary Teacher as defined in Article 3.01.1.
- 39.1.4 Qualified Occasional Teacher means an Occasional Teacher who holds an Ontario Teacher's Certificate (O.T.C.) or who is deemed to be qualified by either the Ministry of Education or the Ontario College of Teachers.

39.02 UNION RIGHTS

- 39.02.1 Article 5.01 - 5.13 and 5.15 apply.
- 39.02.2 Occasional Teachers may be asked to perform medical and/or physical procedure(s), for which they have been properly trained, for students according to current Board Policy. The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.
- 39.02.3 The Board shall provide the Bargaining Unit with a monthly update indicating the number of days worked by, and the amount of OSSTF dues deducted from, each Member during the school year.

39.03 UNION DUES CHECK-OFF

- 39.03.1 Article 6.01-6.03 and 6.05 apply.

39.04 **PROBATIONARY PERIOD**

39.04.1 An Occasional Teacher newly added to the Board's Occasional Roster shall serve a probationary period of no more than twenty (20) work days.

39.05 **OCCASIONAL TEACHERS**

39.05.1 An Occasional Teacher may be a Member of more than one Teachers' Bargaining Unit.

39.05.2 An Occasional Teacher is on the Board's Roster of Secondary Occasional Teachers if the Teacher is on a list of Secondary Occasional Teachers maintained by the Board.

39.05.3 Part-time Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Article in respect of such occasional teaching employment.

39.06 **OCCASIONAL TEACHERS' LIST**

39.06.1 The Board agrees to provide the Bargaining Unit, within fifteen (15) working days after the start of each semester, a list showing the name, address, and telephone number of each Occasional Teacher on the Occasional Teachers' List. This List shall be in effect for the duration of the semester.

39.06.1.1 The List referred to is one (1) list which includes all Occasional Teachers regardless of place of residence or work location(s). The onus is on the Occasional Teacher to provide to the Board, in writing, any changes of name, address, or telephone number.

39.06.2 Notwithstanding 39.06.1, in order to meet program needs and/or recruit teachers who have qualifications in an area where a teacher shortage exists or is anticipated to exist in the near future, additions to the Occasional Teachers' List may occur, subject to consultation between the Board and the Union.

39.06.3 The Board shall notify the Bargaining Unit, within ten (10) working days, of each addition to and elimination from the occasional teachers' list that occurs subsequent to distributing the list each semester.

39.06.4 Occasional Teachers will indicate the school(s) in which they are available to work.

39.06.5 The Board will provide each school with access to an electronic copy of the Occasional Teachers' List.

39.06.6 Occasional Teachers on the List at the end of each school year must complete a form provided by the Board and return said form to the Board prior to May 31 of each year, confirming their availability and willingness to teach on an occasional basis for the next school year. Failure to confirm shall constitute grounds for automatic removal from the Occasional Teachers' List.

39.06.7 An Occasional Teacher will be removed from the Occasional Teachers' List if he/she has not taught at least one (1) day in the secondary panel during the school year, unless the Member has been granted a leave of absence or has not been given reasonable opportunity to work.

39.07 **RATES OF PAY**

39.07.1 All rates of pay set out in Article 39.07 include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

39.07.2 Effective September 1, 2008, a Short Term Occasional Teacher shall be paid to replace an absent Teacher at the daily rate of 1/194 of category 1 year 0 of Article 11.01.1 of the Agreement.

| | |
|-------------------|----------|
| September 1, 2008 | \$209.56 |
| September 1, 2009 | \$215.85 |
| September 1, 2010 | \$222.32 |
| September 1, 2011 | \$229.00 |

39.07.3 If the complete assignment is for two (2) classes, the Occasional Teacher shall be paid two-thirds (2/3) of the daily rate. If the assignment is for one (1) class, the Occasional Teacher shall be paid one-half (1/2) of the daily rate.

39.07.4 Unqualified Occasional Teachers shall be paid eighty percent (80%) of the rate of a qualified Occasional Teacher.

39.07.5 A Long Term Occasional Teacher shall be paid a prorated salary according to Articles 8, 9, 10, and 11.01.1 of this Agreement. Said salary shall apply from the first day of the assignment.

39.07.6 If the assignment is for two (2) classes, the Long Term Occasional Teacher shall be paid two-thirds (2/3) of his/her grid position for the part of the school year employed. If the assignment is for one (1) class, the Long Term Occasional Teacher shall be paid one-third (1/3) of his/her grid position for the part of the school year employed. The Long Term Occasional Teacher shall be assigned a prorated share of supervision.

39.07.7 An Occasional Teacher who reports for an authorized assignment and, through no fault of the Occasional Teacher, is not required, shall be assigned Occasional Teacher duties under the Education Act by the Principal, and shall be paid one-half (1/2) day's pay, provided the Occasional Teacher does the assigned duties.

39.07.8 Occasional Teachers shall be paid on the fifteenth (15th) and last working day of each month for work done.

39.08 **PROFESSIONAL ACTIVITY DAYS**

39.08.1 Article 34 applies.

39.08.2 A Long Term Occasional Teacher, whose assignment includes a Professional Activity Day, shall be paid for the day provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.

39.08.3 Notwithstanding Article 39.08.2, any Occasional Teacher may participate in a Professional Activity Day.

39.09 **BENEFITS**

39.09.1 Subject to the approval of the Carrier(s), the benefits outlined in Article 12 of the Agreement are available to a Long Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer. The Board shall pay its share of premiums for these insured benefits at the rate set out in Article 12 of this Agreement.

39.09.1.1 The Occasional Teacher must be enrolled for the year.

39.09.1.2 The Occasional Teacher's share of the premium shall be deducted on a prorated basis based on each assignment for the full year.

39.09.2 The Board agrees to make consistent monthly deductions from the salary of those Members who choose to participate in the OSSTF's RRSP known specifically as Educators Financial 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) working days' notice; and
- b) OSSTF agrees to provide all necessary information required for administration of the plan in a format acceptable to the Board.

39.10 **WORKING CONDITIONS**

39.10.1 The Board agrees to continue the present practice of hiring an Occasional Teacher when a Teacher is absent.

39.10.1.1 The Principal has the discretion of using internal coverage for the classes of up to three (3) absent teachers, to a maximum of sixty (60) enrolled students per period, in the school day; for each additional absent teacher an Occasional Teacher will be called. In the event of an unexpected, unplanned, or unpredicted absence, additional classes may be covered internally.

- 39.10.2 The timetable for Long Term Occasional Teachers and Short Term Occasional Teachers shall be constructed according to the same constraints that apply for the Teacher in the same school as per Article 25, Article 26, Article 32.04 and Letter of Agreement Re: E-Learning. Nothing precludes a reassignment of teaching duties with another Teacher so as to arrange an assignment that is more appropriate for the Long Term Occasional Teacher, provided the other Teacher is not adversely affected.
- 39.10.3 If the regular Teacher, for whom a Long Term Occasional Teacher has been hired, returns at a time earlier than scheduled and subsequently must be absent again for the same reason(s), then the same Long Term Occasional Teacher will be re-hired, if available, and treated as if there had been no break in service.
- 39.10.4 For the first day of a Short Term Occasional Teacher Assignment, where the assignment is primarily supervision, the Principal may assign duties for each period of the school day. Where the Occasional Teacher demonstrates to the Principal the need for preparation and/or marking time relating to the respective assignment, a fourth period shall not be assigned. If the Occasional Teacher is assigned a fourth period, he/she will not be assigned any supervision duties.
- 39.10.5 An Occasional Teacher, hired to replace an absent Teacher for more than one (1) day, properly qualified for such position, may not be replaced by another Occasional Teacher, prior to the return of the regular Teacher, unless it is by mutual consent or the replacement Teacher is unable to teach, except in cases of removal for disciplinary reasons.
- 39.10.6 A Short Term Occasional Teacher who is absent due to illness for two (2) days or fewer shall be eligible to return to the position with no break in service provided the teacher has completed at least five (5) days of the assignment.
- 39.10.7 Notwithstanding Article 39.10.5 if it becomes known that the regular Teacher will be absent for a period of thirty (30) working days or more, the position will be advertised as Long Term Occasional as per Article 39.15.
- 39.10.8 The Board shall endeavour to distribute all available occasional teaching work among all Occasional Teachers on a fair and equitable basis. An unqualified Occasional Teacher shall only be hired when a qualified Occasional Teacher is not available.
- 39.10.9 All long-term occasional assignments shall terminate at the end of the school year in June. Each Long-Term Occasional Teacher's assignment that continues into the next school year shall be posted as a vacancy. The incumbent has the right to re-apply.
- 39.11 **SICK LEAVE**
- 39.11.1 A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Member's accumulated paid sick leave days.

39.11.2 Paid sick leave days shall be granted at the rate of two (2) days' credit for each twenty (20) days or major fraction thereof of scheduled long term assignment. An Occasional Teacher hired for the full school year shall be granted twenty (20) days and if hired for one semester be granted ten (10) days. Paid sick leave accumulated on a long term occasional assignment shall be retained if the Member is hired during the current or subsequent school year to permanent position with the Board. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

39.12 LEAVES OF ABSENCE

39.12.1 **Short Term:** Short Term Occasional Teachers may be granted leaves of absence without pay by applying to the Director of Education or designate. The leaves shall not be considered as interrupting the continuity of the assignment.

39.12.2 **Long Term:** Long Term Occasional Teachers shall be granted leaves of absence as per Article 16.01-16.04, Article 17.01, and Article 17.04. The leaves shall not be considered as interrupting the continuity of the assignment.

39.12.3 **Extended Leaves Without Pay:** Up to one (1) school year may be granted if approved by the Director of Education or designate. If granted, the employee will be placed on the Occasional Teachers' List upon his/her return to work. Such leaves shall not be unreasonably withheld.

39.12.4 Where a Long Term Occasional Teacher is employed on a day where the school is closed due to special circumstances, the Member shall be paid for the scheduled assignment.

39.12.5 A leave necessitated by extenuating circumstances may be granted, with or without pay, by the Director of Education or designate.

39.13 PREGNANCY/PARENTAL/ADOPTION LEAVE

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

39.14 TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

39.14.1 Termination of employment and severance pay shall be as per the current Employment Standards Act.

39.15 JOB POSTING (LTO)

39.15.1 When it is determined that a Long Term Secondary Occasional Teacher will be required for a continuous period of thirty (30) working days or more, such vacancy shall be posted on the Lambton Kent District School Board website for five (5) working days for the exclusive access of Teachers on the Occasional Teachers List. Postings shall be school specific and shall include all known details of the absent Teacher's timetable.

- 39.15.2 Every Member shall be sent an electronic copy of each posting through the Board email service.
- 39.15.3 Principals in all secondary schools in the Board are responsible to ensure that a hard copy of every job posting is placed in a location accessible to all Members.
- 39.15.4 If there are no qualified applicants from current Occasional Teachers to a posted vacancy, then such vacancy will be advertised for access by: Contract Teachers; Summer School, Night School, and Continuing Education Teachers; and external applicants.

39.16 **PROFESSIONAL FEES**

- 39.16.1 Professional fees shall be collected according to Statute and Regulation by the College of Teachers.

39.17 **OTHER APPLICABLE ARTICLES**

- 39.17.1 The following Articles apply to Occasional Teachers:

- Article 1 Purpose
- Article 2 Term of Agreement
- Article 3 Recognition
- Article 4 Management Rights
- Article 7 No Strike or Lock-Out
- Article 13 Workplace Safety and Insurance
- Article 28 Health and Safety
- Article 29 Grievance Procedure
- Article 31 Certified Teachers
- Article 38 Criminal Background Check
- L of A Re: Hiring of Long Term Occasional Teachers
- L of A Re: Staff Development

- 39.17.2 The following Articles, as referenced in Article 39, apply to Occasional Teachers:

- Article 5 Union Rights
- Article 6 Union Dues Check-Off
- Article 8 Grid Placement (Categories)
- Article 9 Teaching Experience Allowance
- Article 10 Related Experience
- Article 11 Salaries and Allowances
- Article 12 Benefits Plans
- Article 16 Leaves of Absence
- Article 17 Union Leave
- Article 25 Staffing
- Article 26 Working Conditions
- Article 32 Acting Administrative Positions
- Article 34 Professional Development/Activity Days
- L of A Re: Benefits
- L of A Re: E-Learning

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: BENEFITS


The Board and the Union will form a joint Benefits Committee that will cost and negotiate improvements to the Benefit Plan (Article 12) to be implemented September, 2009. The cost of negotiated improvements will be taken from the funds allocated in Section C. 2. ii of Memo 2008: B10 (August 18, 2008). The amount will be limited to the amount provided in Memo 2008: B10 Section B. 2 (the OSSTF portion of the amount identified in Appendix 13).

It is understood and agreed to by both parties that the enhancement funds for benefits provided by the November 26, 2008 OSSTF Teacher/Occasional Teacher Provincial Discussion Table Agreement to take effect September 1, 2010 will be spent solely and entirely on secondary benefit improvements.

The Board's and the Union's Joint Benefit Committee will meet no later than April 1, 2009 to begin discussions on the new benefit plan to be implemented on September 1, 2009.



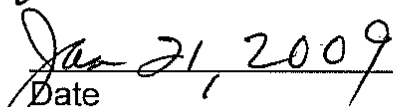
For the Board



Date



For the Bargaining Unit



Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

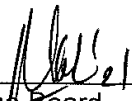
and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

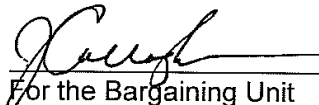
RE: Dual Credits

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

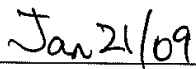
Any questions regarding the implementation or administration of these programmes will be dealt with by the Secondary Staffing Committee.



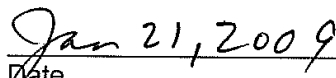
For the Board



For the Bargaining Unit



Date



Date

Letter of Agreement

between

**The Lambton Kent District School Board
(hereinafter called the “Board”)**

and


**The Ontario Secondary School Teachers’ Federation
District 10 Teachers’ Bargaining Unit
(hereinafter called the “Bargaining Unit”)**

RE: E-LEARNING


- 1.0 Secondary school credits shall not be delivered by means of an “electronic classroom” without the knowledge of the Union.
- 2.0 Secondary school students under twenty-one (21) years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register and shall be assigned to a class which is one of the six (6) classes assigned to a Member of the Union.
- 3.0 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends or last attended.
- 4.0 A student may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student’s school and not offered by electronically delivered curriculum by this Board [Alliance].
- 5.0 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
- 6.0 A class which is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class sizes as in Article 25 of the Agreement. Credits granted for such classes shall be used to generate FTE teachers within the Union.
- 7.0 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Member assigned to the electronic classroom.
- 8.0 All electronically delivered courses shall be scheduled during the regular school day and the Member’s work location shall be in a secondary school within the Board’s jurisdiction.
- 9.0 A Member teaching electronically delivered course(s) shall be assigned a work

station/work area in the Member's secondary school with all the necessary resources for teaching an on-line course. A Member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Articles 25 and 26 of this Collective Agreement.

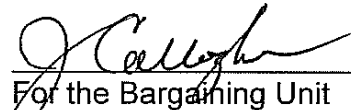
- 10.0 A Member teaching electronically delivered courses shall report to school board personnel only and shall be evaluated only by the Principal or Vice-Principal of the Member's school, and/or Principal of Secondary Program, and/or supervisory officers employed by the Board.
- 11.0 Electronically delivered curriculum classes are outside the complement generated by the staffing formula in Article 25 of the Agreement.
- 12.0 For purposes of staffing and surplus declaration, a Member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the Member. Each time the school is staffed the Member has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- 13.0 All job postings for electronically delivered credit courses shall be posted in accordance with Article 23 of this Collective Agreement.
- 14.0 The Board shall not make recordings of Members teaching courses by electronically delivered curriculum.
- 15.0 In the event there are changes to the *Education Act*, related Statutes, and/or Regulations with respect to electronically delivered credit courses, the Board and the Union agree to meet to revisit this agreement.



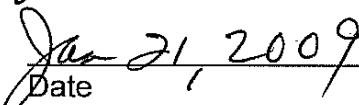
For the Board



Date



For the Bargaining Unit



Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: HIRING OF LONG-TERM OCCASIONAL TEACHERS


It is understood that the current practice of conducting interviews to be placed on the Occasional Teacher list continue. A Member on the occasional teacher list may apply for a Long-Term Occasional posting with no further interview.

It is further understood and agreed to by both Parties that the current practice of posting Long-Term Occasional assignments will continue. The process includes the following:

- The '*Secondary Occasional Teacher Appointment*' form (created by the Board representative and the Occasional Teacher Executive) shall continue to be used. No changes will occur without agreement by both parties.
- After the successful applicant has been chosen, the Superintendent of Human Resources, or designate will forward the completed form to OSSTF.



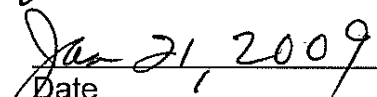
For the Board



Date



For the Bargaining Unit



Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

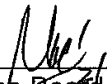
and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")


RE: ONTARIO COLLEGE OF TEACHERS' FEES

The Board will pay Fifty Dollars (\$50) for each contract teacher with the Board in January, 2010 to offset the 2010 Ontario College of Teachers' fees.

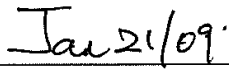
These funds are the remainder of staffing enhancements provided for 2008-2009 of Memo B:10 C. 2. ii, Appendix 13.



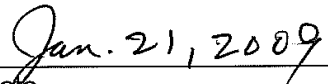
For the Board



For the Bargaining Unit



Date



Date

Letter of Agreement

between


The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: STAFF DEVELOPMENT

Pursuant to Section C. 2) iii) of the Memo 2008: B10 (August 18, 2008) enhancements, the Board, beginning in September, 2009, will allocate one hundred and thirty (130) supply days per year to be used for the purpose of Staff Development and Student Success. The procedure for allocating these supply days to the schools will be determined by the Secondary Staffing Committee.



For the Board



For the Bargaining Unit

Jan 21/09

Date

Jan 21, 2009

Date

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")

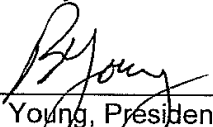
Representing

The Secondary Teachers of District 10 of the
Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

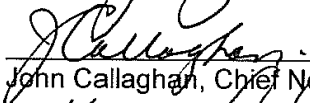
September 1, 2008 to August 31, 2012

DATED at Sarnia, Ontario this 21st day of January, 2009.

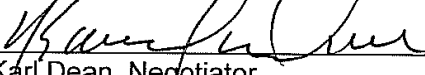
For District 10 OSSTF
Secondary Teachers' Bargaining Unit



Barb Young, President



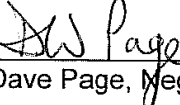
John Callaghan, Chief Negotiator



Karl Dean, Negotiator



Hugh Garrett, Negotiator



Dave Page, Negotiator

For the Lambton Kent District School Board



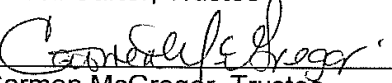
Mac Leitch, Chief Negotiator



Warren Kennedy, Superintendent



Isabell Carter, Trustee



Carmen McGregor, Trustee

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation
District 10
(hereinafter called "OSSTF")


RE: Mid-Semester Hire

When a contract position becomes available at a school during a semester, the following procedures shall be followed:

1. The position will be posted according to Article 23 of the Collective Agreement.
2. If the successful candidate is already a contract teacher at another school, he/she will start the job at the beginning of the ensuing semester and the position will be filled in the interim by a Long Term Occasional.
3. If there are no successful contract teachers then the position will be posted for occasional teachers. If the successful candidate is a Long Term Occasional:
 - 3.1 he/she immediately occupies that position;
 - 3.2 if the Long Term Occasional had already been doing the job, accumulated sick leave and seniority are retroactive to the date the position became available.

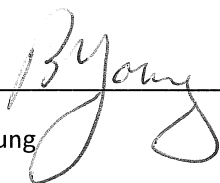
Dated at Sarnia this 25th day of March, 2009.

For the Board



Mac Leitch

For the Union



Barb Young

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10
(hereinafter called "OSSTF")

RE: Protocol for Hiring Long Term Occasionals

1. The interview conducted for the inclusion on the Board's supply list will be deemed to be an interview for an LTO posting.
2. A list of eligible candidates for a posting will be forwarded to the Principal at the school where the job is available and the OSSTF District 10 Office.
3. The Principal will select the successful applicant. An interview may occur in order to assist with selection. The Principal will inform the Recruitment Officer of his/her selection and the reasons for the selection.
4. The Recruitment Officer will forward this information to the District Office as soon as is reasonable.

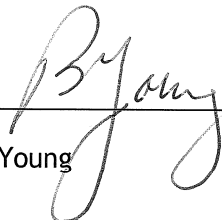
Dated at Sarnia this 25th day of March, 2009.

For the Board



Mac Leitch

For the Union



Barb Young

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10
(hereinafter called "OSSTF")

RE: Staff Development Release Time

1. Each secondary school will have access to up to ten (10) supply days per year for 2009/10, 2010/11 and 2011/12 school years in order to facilitate staff development.
2. The days will be allocated at each worksite by the Principal in consultation with Curriculum Leaders and the Branch President. Teachers are encouraged to submit development plans through their Curriculum Leader to the Principal.
3. Teaching Administrators do not qualify for release time under this plan.
4. The Board will establish a leave code specific to this plan and report monthly to the District 10 President on its usage.
5. Should a school(s) close during the life of this Collective Agreement, its (their) allocation will be divided among the remaining schools in a manner decided upon by the Superintendent - Human Resources and the District 10 President.
6. Any days not used by schools by June 1 of each year will be returned to District 10 at the supply rate for daily occasional work in force for that year.

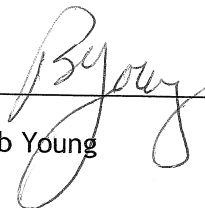
Dated at Sarnia this 25th day of March, 2009.

For the Board



Mac Leitch

For the Union



Barb Young