

COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board



and



**Elementary Teachers' Federation of Ontario
Lambton Kent Teacher Local**

September 1, 2019

to

August 31, 2022

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PART A:

**CENTRAL
AGREEMENT**

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the School Board and, where applicable, the bargaining agent. Any such provision shall be binding on the School Board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.

- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.

- b) The provision of any statute, regulation, policy, guideline, or directive at issue.

- c) A detailed statement of any relevant facts.

- d) The remedy requested.

- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.

- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 BENEFITS

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in c) and d) shall be subject to the following conditions:
 - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers' Benefits Plan

costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT's expense, should the parties request it.

- ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.
- iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.

b) Funding amounts for benefits maintenance or improvements:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

c) In addition to b) funding amounts for inflation:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%
- iii. September 1, 2021: 3%

d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.

- iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be

reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.

- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

Additionally, at the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where

individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00

STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #2

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #3

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #4

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

Re: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

LETTER OF AGREEMENT #5

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

Re: Occasional Teacher Ability to Lock the Classroom Door

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT #6

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

**LETTER OF AGREEMENT #8
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

Re: Class Size Data

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

Re: Support for Students Committee

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options are necessary to meet the unique needs of individual learners.

Therefore, a provincial committee, with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

- Directors of Education;
- ETFO and ETFO locals; and
- the Minister of Education

LETTER OF AGREEMENT #10

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

The Crown

RE: Benefits

The Parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the Employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to Teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School Board benefit plans, herein referred to as the 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date". The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and School Boards (hereinafter, the "Board") to move all employee groups into the Trust(s) at the same time.

The Parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the Parties and will remain in effect until August 31, 2020.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2 The appointed independent experts will:
 - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 All voting requires a simple majority to carry.

- 2.1.4 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Negotiated Funding Amount, Board Contributions

4.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

4.1.2 Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4 i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

4.1.3 On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

4.1.4 Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be

remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

4.1.5 The Trust shall determine employee co-pay, if any.

4.1.6 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

4.1.7 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

4.1.8 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

4.1.9 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-up Costs

4.2.0 The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve

("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

b) A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- 4.2.2 The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s. 4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.
- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.2.11 The Trust shall retain rights to the data and the copy of the software systems.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a) Validation of the sustainability of the respective Plan Design;
 - b) Establishing member contribution or premium requirements, and member deductibles;
 - c) Identifying efficiencies that can be achieved;
 - d) Adopting an Investment Policy; and
 - e) Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b) Fund claims stabilization or other reserves;
 - c) Improve plan design;
 - d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e) Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a) Use of existing claims stabilization funds;
 - b) Increased member share premium;
 - c) Change plan design;
 - d) Cost containment tools;
 - e) Reduced plan eligibility; and
 - f) Cessation of benefits, other than life insurance benefits.
- 5.2.4 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 5.2.5 The Trust shall provide "trustee liability insurance" for all Trustees.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the Employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

7.0.0 PAYMENTS

- 7.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding the amount provided for the benefits of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

8.0.0 ENROLMENT

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new Teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

- 10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

- 11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

APPENDIX A – HRIS File

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the Employer representatives:

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
 - i. names
 - ii. benefit classes
 - iii. plan or billing division
 - iv. location
 - v. identifier
 - vi. date of hire
 - vii. date of birth
 - viii. gender
 - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information



PART B:

**LOCAL
AGREEMENT**

ARTICLE L1

PURPOSE

L1.00 It is the purpose and intent of the Parties in this Collective Agreement, hereinafter referred to as the Agreement, to set forth the terms and conditions of employment together with salaries, allowances and benefits which govern the teachers who are covered by this Agreement, and to provide the mechanisms for the orderly disposition of matters in dispute pertaining to this Agreement between the Parties.

ARTICLE L2

SCOPE AND RECOGNITION

L2.01 The employer being the Lambton Kent District School Board, hereinafter referred to as the Board, recognizes the Elementary Teachers' Federation of Ontario (E.T.F.O.), hereinafter referred to as the Union, as the bargaining agent for all teachers employed by the Board in its elementary panel, including junior kindergarten through and including grade eight, save and except occasional teachers.

L2.02 During the currency of this Collective Agreement, its terms shall be applicable to all teachers who are Members of the Union and employed by the Board.

L2.03 The Union will inform the Board from time to time who is authorized to act on behalf of the Union.

L2.04 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

L2.05 The Board recognizes the right of the Union to represent and to negotiate on behalf of all Members employed by the Board as teachers of Continuing Education, as set out in the Education Act.

L2.06 Continuing Education Programs, as defined in Regulation 285 of the Education Act, are provided by the Board. The following rates of pay, which include vacation pay and statutory holiday pay, shall be a minimum per classroom hour, or the current Board rate, whichever is greater.

Effective Date	Rate
September 1, 2019	\$45.11
September 1, 2020	\$45.56
September 1, 2021	\$46.02

L2.07 At any time during negotiations or procedures under this Agreement, either Party may obtain assistance from one or more advisors, agents, counsel, or solicitors to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE L3

UNION DUES AND ASSESSMENTS

L3.01 The Board shall deduct, for every pay period and for each Member, Union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, within thirty (30) days, of any change in the amount of such dues and assessments.

- L3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, days worked, wages for the period, amounts deducted, FTE, Ministry Identification Number (MIDENT) and OCT number. The Board shall provide the information in electronic format.
- L3.03 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

ARTICLE L4

MANAGEMENT RIGHTS

- L4.01 It is the exclusive right of the Board to manage the operation and direct the working forces of the school system, and without limiting the generality of the foregoing, including the right:
- L4.02 to determine educational policies, procedures and practices under the Education Act and related Statutes;
- L4.03 to dismiss demote and discipline Members for just cause;
- L4.04 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Elementary School system;
- L4.05 to establish the hours of school and the school year and other such duties and responsibilities of the Board as outlined in the Education Act and related Statutes;
- L4.06 to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and the class size, subject to the provisions outlined in the Education Act and related Statutes, and this Collective Agreement;
- L4.07 to create or designate a new position to be filled in accordance with [Article L23](#) of this Collective Agreement.
- L4.08 Although the Board has the right to create or designate a new position to be filled by a Member, the salary schedule for such a position shall be arrived at in consultation with the Union.

ARTICLE L5

UNION RIGHTS

No Penalty

- L5.01 The Board agrees not to penalize or discriminate against any Member for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the Education Act and related Statutes.

Just Cause

- L5.02.1 No Member shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the Member in writing, within five (5) working days from the time the Member is informed of any such action. The five (5) working days will be five (5) calendar days during the summer break.
- L5.02.2 Prior to the imposition of any of the actions listed in [L5.02.1](#), there shall be a meeting held between the Member and a Board representative to discuss the matter. The Local President or designate shall be present at any formal meeting where the conduct or competence of the Member is being considered.

- L5.03 The Member will be provided with the opportunity to attach comments to any document being filed.

Terminations

- L5.04.1 The Board agrees that a Member, who is to be dismissed for any reason, will be given written notice with the reasons, in accordance with the Education Act and the Labour Relations Act.
- L5.04.2 Employment of a Member could be terminated in the following instances:
- by mutual agreement of the Member and Board;
 - by the Member with fourteen (14) days written notice;
 - by the Board for just cause;
 - by the Board, for reasons of layoff in accordance with the Collective Agreement.

Performance Appraisals

- L5.05.1 Only supervisory officers, elementary principals and vice-principals, who are Members of the Ontario College of Teachers, shall evaluate Members.
- L5.05.2 No Member of the Union shall be required or requested to evaluate another Member.
- L5.05.3 Members shall be evaluated in accordance with the policy and regulations on performance appraisal.
- L5.05.4 The Member shall be given notice at least one instructional day prior to any formal classroom observation.
- L5.05.5 Provincial test results shall not be used in the Teacher Performance Appraisal process.
- L5.05.6 Information gathered through District Reviews, program assessments, and classroom visits by LNS, Ministry Officials, etc. shall not be used adversely in an individual Teacher's Performance Appraisal.
- L5.05.7 **Peer Coaching and Mentoring**
Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

Union Business

- L5.06.1 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons (Workplace Steward) authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union. Such notice shall be provided by September 30th of each school year.
- L5.06.2 In order to conduct Union business, the Board shall provide the Union with access to the Board's internal mail courier service and the Board's electronic mail service.
- L5.06.3 The Board shall provide to the Workplace Steward in each school or workplace access to a telephone in a private location and a photocopier, provided expenses for long distance calls and photocopier costs are paid by the Union.
- L5.06.4 The school shall provide a bulletin board for the use of the Union, in the staff room, upon which the Union shall have the right to post notices relating to matters of interest to the members of the Union.
- L5.06.5 The Union shall have access to its Members for Union business at all schools and workplaces during non-instructional time.

- L5.06.6 The Board shall make available, on the Board website, a copy of the Policies and Regulations of the Lambton Kent District School Board, and their revisions. An electronic message will be sent through Board e-mail to all members.
- L5.06.7 At the invitation of the Board, each Workplace Steward may be provided with two (2) half days at Board expense to hold joint meetings with trustees, superintendents, principals or other Board personnel.

ARTICLE L6

ELEMENTARY LABOUR MANAGEMENT COMMITTEE

Structure

- L6.01 The Elementary Labour Management Committee shall be comprised up to three (3) representatives from the Board and up to three (3) representatives from the Union. If necessary, additional representatives may be included at a meeting upon mutual agreement.

Meetings and Reports

- L6.02 The initial meeting shall be held prior to October 31 in each school year, with two subsequent meetings held, one by January 31 and the last meeting by May 31.

Terms of Reference

- L6.03 The Elementary Labour Management Committee may discuss issues of concern to the Members and/or the Board. As the need arises, and by the agreement of all members of the Committee, other Members of the Union and/or school or senior administration may be invited to bring information to the Committee. Matters for discussion shall not include matters that are under negotiation or are subject to an active grievance, but may include Collective Agreement articles.

ARTICLE L7

ACCESS TO INFORMATION

Personnel Files

- L7.01 The only non-medical personnel file, respecting a Member, shall be maintained in the Human Resources Department of the Board and shall be available and open to the Member for inspection, in the presence of a Board Human Resources department officer, at any reasonable time during the regular working hours of the department.
- L7.02 Upon request, a Member shall be entitled to a copy of any materials contained in their personnel file.
- L7.03 Where a Member authorizes in writing, access to their personnel file by another person acting on the Member's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- L7.04 Upon request, Members shall receive a copy of any materials placed in their personnel file.

Documents Respecting Performance or Conduct

- L7.05 Copies of any document, respecting the performance or conduct of a Member, shall be given to the Member within five (5) working days of the writing and filing of such document.

Signature Not Approval

- L7.06 The signature of a Member, on any document respecting the performance or conduct of that Member, shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L7.07 A Member shall have the right to place material in their personnel file and have access to all materials in their file.
- L7.08 A Member shall be entitled to append information, regarding possible inaccuracies or errors in documents, contained in their personnel file.

Adverse Material To Be Removed

- L7.09.1 Except for serious incidents, disciplinary material shall be removed from the Member's personnel file after two (2) years and destroyed.
- L7.09.2 If the Member requests, evaluations shall be removed from a Member's file after three (3) years and returned to the Member.

Access to Board Minutes

- L7.10 Board minutes are posted on the Board's web site.

Data for Negotiations

- L7.11 The Board shall share with the Union all pertinent financial and staffing information affecting the negotiations process in a timely fashion.

Notice of Members on Leaves of Absence

- L7.12 On or about the end of September, the Union will be provided with a list of teachers who are on Leave of Absence, the type of leave (Teacher Funded Leave, Pregnancy/Parental Leave and Unpaid Leave), expected duration of leave and the Occasional Teacher substitutes.
- L7.13 Following the 30th of September, the Union will also be notified of each subsequent long term absence of any Member and the Occasional Teacher replacement.

ARTICLE L8

COPIES OF THE COLLECTIVE AGREEMENT

- L8.01 The current Collective Agreement will be made available on the Board's website for access by Principals, Stewards and Members.

ARTICLE L9

SALARY AND ALLOWANCES

Credits and Contributions

- L9.01.1 By October 1 of each school year, the Board shall provide to each Member an employee profile notice setting forth the following:
- Credit for teaching experience;
 - Category classification;
 - Salary and allowances;
 - Benefit plan contributions;
 - Accumulated sick leave credits;
 - Deductions.

L9.01.2 In addition to the annual notice, the Board will provide, within one month, a notice of any change in salary or qualification for category change.

L9.01.3 Upon confirmation by the Member, of the accuracy of information contained in the employee profile, the Board shall provide the Union with access to the information.

Method of Payment

L9.02.1 Each Member will receive a total of twenty-one (21) payments by direct deposit as follows:

- 1 payment of 4% dated the first banking day of September;
- 18 payments of 4% dated the fifteenth (15th) and the last instructional day of each month beginning September 15th with the following exceptions;
- 1 payment of 8% dated the last instructional day in December;
- 1 payment of 16% dated the last instructional day in June.

L9.02.2 A statement of wages, allowances and deductions shall be provided to the Member for each pay period.

L9.02.3 For Members returning from a leave, the Board will ensure that the Members do not work a period of time without salary. Salary of up to four percent (4%) will be moved from the June payment of sixteen percent (16%). The amount moved forward may need to be adjusted to ensure there is sufficient salary available on the last pay in June to cover benefit premiums and other normal deductions.

Grid Placement

L9.03.1 Members shall be paid in Category A1 until such time as they provide proof of a different category classification. Each Member shall be paid at the rate appropriate to the Member's teaching experience and the Member's category classification as set forth on the following grids:

Basic Salary Grid

Effective September 1, 2019 the salary grid shall be as set out below:

Yrs Exp	A	A1	A2	A3	A4
0	42,647	47,391	50,133	53,403	56,385
1	45,775	50,681	53,652	57,149	60,440
2	48,896	53,971	57,167	60,891	64,494
3	52,023	57,259	60,686	64,641	68,552
4	55,150	60,547	64,201	68,386	72,602
5	58,273	63,834	67,721	72,130	76,658
6	61,400	67,124	71,234	75,879	80,717
7	64,521	70,410	74,752	79,624	84,771
8	67,645	73,701	78,268	83,372	88,824
9	70,774	76,988	81,784	87,119	92,881
10	74,751	80,279	85,300	90,866	96,939
11	80,279	80,279	85,300	94,611	100,989

Effective September 1, 2020 the salary grid shall be as set out below:

Yrs Exp	A	A1	A2	A3	A4
0	43,073	47,865	50,634	53,937	56,949
1	46,233	51,188	54,189	57,720	61,044
2	49,385	54,511	57,739	61,500	65,139
3	52,543	57,832	61,293	65,287	69,238
4	55,702	61,152	64,843	69,070	73,328
5	58,856	64,472	68,398	72,851	77,425
6	62,014	67,795	71,946	76,638	81,524
7	65,166	71,114	75,500	80,420	85,619
8	68,321	74,438	79,051	84,206	89,712
9	71,482	77,758	82,602	87,990	93,810
10	75,499	81,082	86,153	91,775	97,908
11	81,082	81,082	86,153	95,557	101,999

Effective September 1, 2021 the salary grid shall be as set out below:

Yrs Exp	A	A1	A2	A3	A4
0	43,504	48,344	51,140	54,476	57,518
1	46,695	51,700	54,731	58,297	61,654
2	49,879	55,056	58,316	62,115	65,790
3	53,068	58,410	61,906	65,940	69,930
4	56,259	61,764	65,491	69,761	74,061
5	59,445	65,117	69,082	73,580	78,199
6	62,634	68,473	72,665	77,404	82,339
7	65,818	71,825	76,255	81,224	86,475
8	69,004	75,182	79,842	85,048	90,609
9	72,197	78,536	83,428	88,870	94,748
10	76,254	81,893	87,015	92,693	98,887
11	81,893	81,893	87,015	96,513	103,019

L9.03.2 Category definitions shall be those outlined by Qualifications Evaluation Council of Ontario (Q.E.C.O.) Certification Program 5. Teachers will be placed in the appropriate category for salary purposes according to their Q.E.C.O. Certification Rating Statement.

L9.03.3 No Member presently employed by the Board shall be adversely affected by a Q.E.C.O. rating statement with regard to their category placement on the Basic Salary Grid in [L9.03](#).

L9.03.4 A Member who qualifies for a change in category by reason of improved certification shall be placed in the appropriate position on the Basic Salary Grid as outlined in [Article L9.03](#).

L9.03.5 Where a Member has reason to believe they qualify for a change in category placement, the Member shall apply in writing along with providing the appropriate Q.E.C.O. documentation.

- L9.03.6 If written notice and documentation of a Member's application for category change is received on or before June 15, and is acceptable to the Board, a retroactive payment to September 1 shall be made when confirmation of the category change has been received. However, a teacher shall not receive retroactive payment for category improvement for any period of time prior to completion of the qualifications. Completion of the qualifications is deemed to be the date when the last course(s) was/were completed.
- L9.03.7 It is the Member's responsibility to provide evidence of course completion in order to receive retroactive payment.
- L9.03.8 No Member shall be newly employed at a salary higher than that being paid to a Member of the incumbent staff having the same or equal qualifications, experience, and responsibility.

Credit for Teaching Experience

- L9.04 The following shall apply for the purpose of determining the annual salary appropriate to a Member's teaching experience:
 - L9.04.1 Credit shall be given for all full-time, part-time, continuing education and experience in elementary or secondary schools or equivalent. Occasional teaching experience will be credited in accordance with the following clauses;
 - L9.04.2 Each year of teaching experience recognized under Article [L9.04.1](#) will count towards the placement on the salary grid until the maximum salary is reached;
 - L9.04.3 The effective date for grid advancement will be September 1;
 - L9.04.4 Full grid advancements shall be granted for each full year of successful teaching;
 - L9.04.5 Partial grid advancements shall be granted for successful teaching in consecutive months according to the following schedule:

1 month or more	=	1/10 Grid Step
2 months or more	=	1/5 Grid Step
3 months or more	=	3/10 Grid Step
and so on to 9 months +	=	9/10 Grid Step;
 - L9.04.6 Teaching experience, including occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit;
 - L9.04.7 Casual (daily) occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall equal one-tenth of a year of credit;
 - L9.04.8 In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

Credit for Related Experience

- L9.05.1 For the purpose of determining experience placement on the Basic Salary Grid, beyond the basic requirements for entrance to a Faculty of Education, related experience shall be defined as:
 - teaching in other institutions such as universities, community colleges, adult basic education programs;
 - work as an Educational Support staff including; Educational Assistant, Early Childhood Educator, Social Worker, Psychometrist and Speech and Language Pathologist.
- L9.05.2 No Member who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Articles [L9.03.2](#), [L9.03.3](#).

Full-Time - Part Year

L9.06 Where a Member is employed to work only part of the school year, the Member shall be paid a salary in proportion so that the number of days which the Member is employed to work relates to the number of instructional days in the school year.

Part-Time Members

L9.07 Members with less than a full-time assignment shall be paid pro rata based on their assignment percentage.

Extra Degree Allowance

L9.08.1 For persons already receiving an extra degree allowance under predecessor board agreements, the allowance(s) will continue at the rate of \$800 per year.

L9.08.2 Any Member presently, or by June 1, 2001, enrolled in an extra degree program will receive the allowance they would have received upon completion of the program, having supplied proof of attainment of the extra degree.

One time payment in accordance with the following:

Date	Master’s Degree or Equivalent	Doctorate Degree
September 1, 2019	\$909	\$1364
September 1, 2020	\$918	\$1378
September 1, 2021	\$927	\$1392

Teacher Consultant

L9.09 A Teacher Consultant is assigned to provide support to members in areas such as curriculum and methods of instruction. Teacher Consultants shall not replace classroom teachers for instruction, do Supervision Duties, complete performance appraisals, or participate in the evaluation of other members.

L9.09.1 Level 1 Consultant
Positions: Co-ordinator of Special Education

Level 2 Consultant
Positions: Program Department Consultants
Information Technology Department Consultants

Level 3 Consultant
Positions: Secondments (short-term)
Special Project Teachers (short-term)
Temporary or Acting Appointments

Teacher Consultant Grid

DATE	Level 1	Level 2	Level 3
September 1, 2019	\$7305	\$5977	\$4649
September 1, 2020	\$7378	\$6037	\$4695
September 1, 2021	\$7452	\$6097	\$4742

L9.09.2 The teacher-consultants will be notified by April 30, if their positions are to be posted for the following school year so that time and consideration is available for re-assignment.

- L9.09.3 Following the role of teacher-consultant, Members will be returned to a position similar to the one previously held and in the same geographical area as the one from which they came, or to a position mutually agreed upon by the Member and the Board.
- L9.09.4 The teacher-consultant allowance is paid only while the Member holds a consultant's position.

Payroll Deduction

- L9.10 At the request of the Union and with the authorization of the Member, the Board may make the appropriate payroll deductions from a Member's pay for the following purposes:
- Local Union Levy
 - RRSP contributions
 - Long Term Disability Premiums.
- L9.11 The Board will provide the Lambton Kent ETFO Local with the Federal Employment Insurance (E.I.) Rebate to which the members are entitled under Federal E.I. Legislation.
- L9.12 The Union shall save the Board harmless with respect to any individual grievance filed by any Member of the Union with respect to these funds.

Registered Retirement Savings Plan

- L9.13.1 The Board agrees to make constant monthly deductions from the salary of those employees who choose to participate in the Union's R.R.S.P. known specifically as Investor's Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:
- L9.13.2 Participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) days' notice; and
- L9.13.3 That the Union agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

ARTICLE L10

EXPENSES

Expense Allowances

- L10.01 A teacher covered by this Collective Agreement, with duties authorized by the Board that incur expenses, shall be reimbursed each month for out-of-pocket expenses upon presentation of appropriate receipts and documents.

Professional Development Expenses

- L10.02 With the exception of regular P.A. day expenses in the LKDSB, the Board, in accordance with Board policy, shall reimburse a teacher for expenses connected with educational or teaching conferences, conventions, workshops or courses attended by the teacher at the request of the Board.

Travel Expenses

- L10.03.1 The Board shall authorize payment of expenses, prior to acceptance of a position, whereby a teacher is required by the Board to travel between schools or other places of employment according to the rate per kilometre, in accordance with Board policy.

- L10.03.2 A teacher who is assigned to teach at two (2) or more locations on the same day shall be provided with adequate travel time, in addition to preparation time and lunch, and limited supervision duties will be assigned in either school on the days requiring travel by the teacher.

ARTICLE L11

WORKING CONDITIONS

- L11.01.1 When policies and procedures are being developed, which affect any Member's conditions of work, the Board will consult with the Union President or designate through the Superintendent charged with the responsibility for developing the procedures.
- L11.01.2 A Central Staffing Committee consisting of the Superintendent of Human Resources and the Union President, or designate will review conflicts arising from the scheduling of supervision and preparation time.

School Day

- L11.02.1 The School Day shall be 300 instructional minutes, commencing with the entry bell and ending with the students' dismissal from school for the day, exclusive of nutrition breaks, lunch and recess breaks.

School Year

- L11.02.2 The length of the school year shall be the minimum required under the Education Act.
- L11.02.3 Members shall not be mandated to work any days preceding (or following) the official start (end) of the school year.

Instructional Time

- L11.02.4.1 The school week for Members shall consist of 1500 minutes composed of 1260 minutes of instructional time and 240 minutes of preparation time per cycle of five instructional days. The Member school week excludes the time allocated for recesses and lunch break.
- L11.02.4.2 Preparation time shall be used for professional duties as determined by the Member and shall be assigned only during the students' instructional program exclusive of recesses, scheduled intervals between classes and nutrition breaks.
- L11.02.4.3 Members on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- L11.02.4.4 Every effort shall be made to allocate preparation periods in blocks of time of not less than thirty (30) minutes. Exceptions will be forwarded to the Central Staffing Committee established in [L11.01.2](#).
- L11.02.4.5 Every effort will be made to provide each Member with one preparation period each day.
- L11.02.4.6 Any change to the organization of the school day shall occur only after consultation with the Members on staff.
- L11.02.4.7 Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- L11.02.5 Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.

L11.02.6 The Board shall not combine classes in order to provide regular scheduled preparation time.

Lunch Break

L11.03.1 Each Member shall have a lunch break of a minimum of forty (40) consecutive minutes each day, between classes, free from assigned duties. This shall occur during the interval beginning twenty (20) minutes prior to the student lunch period and ending twenty (20) minutes after the student lunch period.

L11.03.2 In the case of the Balanced Day, one nutrition break shall be considered the Member's lunch break and shall be free from assigned duties.

Supervision Duties - Workload Assignment

L11.04.1 The maxima of supervision minutes for elementary teachers will be of 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.

L11.04.2 No supervision duties shall be reassigned in the event there are fewer than five (5) instructional days in a week.

L11.04.3 For the purpose of the Supervision provisions of the Collective Agreement, Supervision Time shall be defined as the time a Member is assigned to supervise students outside the 300 minute instructional day. Supervision Duties are yard duty, hall duty, bus duty, and lunchroom duty.

L11.04.4 Members on part-time assignment shall be assigned supervision time pro-rated with their teaching assignment.

Extra-Curricular Activities

L11.05 The Board and the Union agree that teachers make significant contributions to the life of the school beyond the classroom. The extent of a teacher's extra-curricular involvement is very individual and dependent upon that person's interest, skill and personal circumstance. Extra-curricular activities shall not be assigned and are voluntary.

Assessment/Evaluation and Report Card Days

L11.06 Two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period and one (1) prior to the second reporting period. No more than two (2) Professional Activity Days shall be designated in the new Collective Agreement for the purpose of assessment and completion of report cards at the elementary level.

Regular Staff Meetings

L11.07 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year, and communicated to all teachers. Regularly scheduled staff meetings may include administrative / organizational issues, professional development, training and other matters aligned with school and board goals. Members are expected to attend regularly scheduled staff meetings. Members may submit agenda items to the Principal for consideration.

Interviews

L11.08 At the end of the first reporting period (i.e. November), a teacher shall be available for interviews with parents the evening before a Professional Activity day and the morning of the Professional Activity day. If the member was in attendance for the evening interviews, at the conclusion of the morning interview period, teachers may use that afternoon at their discretion with a flexible departure time.

ARTICLE L12

STAFFING

L12.01 Subject to the Education Act and Provincial Statutes and Regulations of the Province of Ontario, only certified Members of the College of Teachers, in good standing, employed by the Board in accordance with this Collective Agreement, shall be assigned to teach elementary students.

L12.02 Each elementary school student enrolled from JK to Grade Eight within the Board shall be deemed a Full Time Equivalent (F.T.E.) Student.

L12.03 In accordance with the Education Act, related Provincial Statutes and Regulations of the Province of Ontario, the Board agrees to staff elementary schools at the prescribed staffing ratios.

L12.04 If the number of staff is outside of the range indicated in [L12.03](#), the Board shall correct the situation by adding or deleting staff.

L12.05 **Central Staffing Committee**

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

Examples of issues to be discussed by the Committee include:

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

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

Prior to the end of the third week of the school year, and again prior to October 31, the Central Staffing Committee shall meet to review the organization of schools. Additional meetings may be called by either Party.

L12.06 **School Staffing Committees**

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

The consultation will include:

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

L12.07 The superintendent, with the responsibility for making decisions for elementary staffing and transfers, will work with the Central Staffing Committee, as described in [L12.05](#) above regarding the allocation of teachers to elementary schools.

ARTICLE L13

OCCUPATIONAL HEALTH AND SAFETY

- L13.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.
- L13.02 The Parties agree to implement the guidelines for the Structure and Function of the Joint Workplace, Health and Safety Committee as agreed between the Board and the Members in the Union, as revised June 1, 1998 or as amended by the Parties. Both Parties agree that no items contained in the guidelines for the Structure and Function of the Joint Workplace Health & Safety Committee, are grievable under this Collective Agreement.
- L13.03 The Parties agree to implement the Guidelines for the “Structure and Function of the Joint Workplace, Health and Safety Committee” as agreed between the Board and the Members in the Union, as revised June 1, 1998 or amended by the Parties. Dispute resolution will be in accordance with item 4 in the Guidelines.

ARTICLE L14

BENEFIT PLANS

NOTE: This Benefit Plan will remain in effect until the implementation of the Provincial Benefit Plan. Refer to Article C5.00.

- L14.01.1 Participation in the following benefit plans is compulsory for all Lambton Kent Elementary Teachers’ Federation of Ontario (LKETFEO) members, with the exception of those who have similar coverage through a spouse. Part-time Members are permitted to participate on a pro-rata basis.
- L14.01.2 Ontario Hospital Insurance Plan.
- L14.01.3 Major Medical Plan comparable to Policy GH of Great West Life, providing prescribed drugs and services with no deductible.
- L14.01.3.1 **Paramedicals**
The following paramedicals are covered to a maximum of \$500 per calendar year:
- Chiropractic (to a maximum of \$30 per visit)
 - Massage (to a maximum of \$30 per visit)
 - Naturopath
 - Osteopath
 - Physiotherapist
 - Podiatrist
 - Psychologist
 - Speech
- L14.01.4 Group Life Insurance Plan comparable to Policy 153336GL of Great West Life, providing coverage of 2 times basic salary to a maximum of \$500,000.
- L14.01.5 Accidental Death and Dismemberment comparable to Policy 16238 of RBC, providing coverage of 2 times basic salary to a maximum of \$500,000.
- L14.01.6 Dental Care Plan comparable to Policy 51804GH of Great West Life, providing reimbursement at current O.D.A. rates at the date of treatment:

- L14.01.6.1 Basic treatment paid 100% with no yearly maximum;
- L14.01.6.2 Major restorative procedures on a 60% co-insurance basis, to an annual maximum of \$5,000 per person;
- L14.01.6.3 Orthodontics on a 50% co-insurance basis to a life-time maximum of \$4,000. Enrolment in the aforesaid plan is compulsory for all employees with the exception of those who have dental coverage through a spouse.
- L14.01.7 Vision Care Plan comparable to Policy 51804GH of Great-West Life, providing service to a maximum of \$300 over two calendar years. Eye exams are included to a maximum of \$75 every 2 calendar years and is included in the \$300 every 2 calendar years. Laser eye surgery is included.
- L14.01.8 Hearing Care Plan comparable to Policy 51804GH of Great-West Life, providing service to a maximum of \$500 over two calendar years.
- L14.02 The Board shall contribute at the rate of 85% of the total premium cost of those Members enrolled in the Benefit Pool in Article L14.01.
- L14.03 The Members shall contribute at the rate of 15% of the total premium cost of the Benefit Pool plans (Article L14.01) in which they are enrolled, and this contribution shall be assigned toward the taxable benefits.
- L14.04 The Board shall also make available, at the Members' option and cost:
 - L14.04.1 Semi-Private Hospital Plan comparable to Policy 51804GH of Great West Life;
 - L14.04.2.1 Optional Group Life Insurance in segments of \$10,000 to a maximum of \$250,000 comparable to Policy 133740G0L of Great West Life.
 - L14.04.2.2 Those Members who cease to smoke shall, at the expiration of 12 full months, be given the opportunity to change rate status accordingly. The effective date of the change shall be based upon Insurance Company approval.
 - L14.04.2.3 Members who are newly hired to the system shall be given the opportunity to obtain Optional Group Life Insurance at the time of sign-up; however, the Insurance Company shall determine the effective date.

Long Term Disability Plan (see also [Article C5.9](#))

- L14.05 Long term disability benefits shall be provided as per present plan in Lambton Kent and administered by the Bargaining Unit.
 - L14.05.1 LTD premiums are paid by Union Members through payroll deductions.
 - L14.05.2 A Member absent from work and receiving LTD benefits maintains his/her employment with the Board and the period of absence is an authorized LTD leave of absence. During this period, the Member continues to accrue seniority.
 - L14.05.3 The Board shall continue the benefits of a Member on LTD at 100% cost to the Member.
 - L14.05.4 The Union President will be responsible to notify the Board's Human Resources Department immediately on a Member's application for benefit and/or approval of claim.

Retirement and Leave of Absence Benefits

- L14.06 Members of the Union who retire on any pension offered under the Teachers' Pension Plan shall be granted the option of participating in any of the benefits listed in [Article L14.01](#) until reaching the age of sixty-five (65) provided he/she pays 100% of the premium cost. It is understood that specifications and conditions affecting the plans are subject to change and Life Insurance including Group Life and A.D.& D. coverage cannot be increased after retirement.
- L14.07 A Member of the Union on a Leave of Absence approved by the Board, may continue to participate in all benefits outlined in clauses L14.01, and L14.04 that the Member had prior to the leave. The Board shall administer all such plans and the Member shall be responsible for one hundred per cent (100%) of the premium cost unless stated otherwise elsewhere in this Agreement.

Benefits for Surviving Spouses/Dependants

- L14.08 If allowed by the Carrier, the surviving spouse and/or dependants of a deceased Member shall be entitled to continue individual or family coverage as the case may be in the Board's Group Insurance plans in Article L14.01 for a period of three (3) months at board/employee shared cost. After three months, the surviving spouse and or dependants shall be entitled to continue coverage at 100% cost to the surviving spouse/dependant until age 65.

Workplace Safety and Insurance

- L14.09 When a Member is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario, the Board will ensure that the Member does not suffer a net loss in pay during the time away from work.
- L14.09.1 There shall be no deduction of Sick Leave Allocation from the Member.
- L14.09.2 The Board shall not terminate the employment of any Member because the Member is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

- L14.09.3 If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

ARTICLE L15

CUMULATIVE SICK LEAVE

NOTE: Refer to [Article C6.00](#).

Sick Leave Account

- L15.01 The Board shall administer a sick leave plan and maintain a sick leave account for each Member who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Member as of the commencement of the school year and the number of days of sick leave credited and used thereafter.
- L15.02 After five (5) consecutive days absence caused by sickness the Board may require a certificate from a duly qualified medical practitioner or dentist to be furnished, certifying the inability of the Member to attend to their duties. Nothing in the foregoing shall prohibit the Board from requiring a Member to submit such a certificate following any period of absence should the Board believe the circumstances warrant it.

Modified/Rehabilitative Work

- L15.03 The Parties agree that modified/rehabilitative work makes a valuable contribution to a more rapid recovery after an injury or illness has occurred. The Parties shall work in a co-operative approach to establish modified work, either on a temporary or permanent basis in order to provide productive and meaningful work to accommodate an employee's established medical capabilities.
- L15.04 The sick leave account for each Member shall be debited one day for each day of absence due to illness.
- L15.05 (see also [Article C6.1](#))
Deductions shall be made from the sick leave credit account only for personal illness (mental or physical) or physical disability.

Sick Leave Credit Gratuity

NOTE: Sections that are no longer applicable are indicated in grey. Refer to Central Agreement Appendix A – Retirement Gratuities.

- L15.06.1 Sick Leave Credit Gratuity will be calculated and paid when a Member retires from employment of the Board on pension under the Ontario Teachers' Pension Plan.
- L15.06.2 The maximum amount of the gratuity paid under the Education Act is fifty per cent (50%) of the Basic Grid annual salary.
- L15.06.3 The amount of the Sick Leave Credit Gratuity shall be calculated as follows:
- $$\frac{a}{200} \times \frac{b}{x} \times \frac{c}{20} \times \frac{x}{x} \times \frac{c}{2} = \$ (\text{Gratuity})$$
- a = Cumulative Sick Leave at time of retirement;
b = Years of Service with the Board or its predecessors, as a teacher, to a maximum of twenty (20) years;
c = Basic Grid Annual Salary at time of retirement.
- L15.06.4 The sick leave credit gratuity will be paid in a lump sum at the time of retirement.
- L15.06.5 A Member who defers the Ontario Teachers' Pension is not entitled to receive the Sick Leave Credit Gratuity.
- L15.06.6 The Sick Leave Credit Gratuity on retirement shall be based upon the salary and years of service of the Member at the date of regular retirement, total disability or death. Members who elect to work part time or take a leave during their last five (5) years of teaching will still qualify for a full Sick Leave Credit Gratuity.
- L15.06.7 In the event of the death of an eligible Member either before or after retirement, but before receiving the full benefits of the Sick Leave Credit Gratuity as provided under Section L15.06.3, such benefits shall be paid to their estate.

ARTICLE L16

LEAVES OF ABSENCE

L16.01 No Member shall be absent from school during school hours, except in the case of illness, without the consent of the Principal. Absences shall be reported using the "Lambton Kent Absence Reporting System". In addition, members will notify their Principal prior to the absence by the members' preferred method of communication.

A "Request for Leave of Absence Form" may be required for Articles [L16.03](#) and [L16.04](#). In emergency situations, a telephone notification to the Principal will suffice.

L16.02 Upon request, a Member on leave of absence without pay shall be provided with such information as will enable the Member to pay full premiums for the benefits outlined in [Article L14](#) to ensure uninterrupted employee benefits for the period of the leave if the Member so desires.

Leaves Without Pay

L16.03 A Member may be granted a leave of absence without pay.

L16.03.1 The Board may grant a leave of absence without pay in the following instances and pay will be deducted as follows:

$\text{A full day's pay} = \frac{\text{Annual Salary} \times 1}{\text{\# of instructional days in school year}}$
--

L16.03.2 A leave for attendance in Court where the Member is a party to the action.

L16.03.3 A leave, necessitated by exceptional circumstances, may be granted by the Director of Education.

Extended Leave of Absence

L16.03.4 Upon written request, an extended leave of one (1) school year may be granted to a Member who has completed at least five (5) years of continuous teaching employment with the Board subject to the following provisions:

- The request must be received by April 8 of the year in which the leave is to begin;
- A qualified replacement acceptable to the Board is available;
- The leave shall be without pay. Leave granted under this clause is not permissible if extended leave has been granted under any other clauses of this Agreement within the three (3) year period prior to application;
- Requests will be considered in order of receipt.

L16.03.5 If the Member granted leave under this clause enters into any teaching or related employment during the term of the leave, the Board shall determine whether the experience so gained shall qualify as equivalent teaching or related experience for salary purposes under [Article L9](#).

L16.03.6 The Member shall be returned to the same or similar position at the same level of responsibility and at the same school as that from which the Member took leave, unless the Member's position has disappeared. The school specific position will be held for two (2) years.

L16.03.7 Written acceptance or denial of the request with an explanation will be forwarded to the Member by May 15 in the school year that application is made.

L16.03.8 A Member on leave under this clause may request an extension of the leave for a maximum of one (1) year. Provisions for benefit participation during the leave of absence and seniority are provided elsewhere in this Agreement. (Ref: Articles [L22.01](#) and [L14.06](#))

Public Office Leave (Provincial or Federal)

L16.03.9 Employees elected to offices requiring absences shall be granted a leave of absence.

Leaves With Cost of Supply

L16.04.1 A two (2) day leave may be granted for personal circumstances provided there is no disruption to program.

L16.04.2 A one (1) day leave shall be granted for the post-secondary graduation of a Member's spouse or child.

Leaves With Pay

L16.05.1 A Member shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth.

L16.05.2 During the leave a Member shall continue to accumulate credit for seniority and teaching experience.

Family Care Leave

L16.05.3 Leave for up to three (3) days, per incident, shall be granted to attend to the serious illness, medical treatment, meeting or legal obligation for a family member or common law spouse.

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

Bereavement Leave

L16.05.4 A leave for up to five (5) days for a death in the family of a spouse, common law-partner, same-sex partner, child, sibling, parent, or grandparent.

L16.05.5 A leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent. This also applies to lesser kin living in the same home.

L16.05.6 A one (1) day leave for the purpose of attending a funeral in support of a grieving close personal friend or relative not covered in L16.05.4 or L16.05.5.

Personal Medical Leave

L16.05.7 Leave for up to three (3) days shall be granted to attend to serious, non-discretionary medical treatment(s) for the Member.

Parenting Leave

L16.05.8 A leave of up to two (2) days for the birth or adoption of a Member's child.

Writing Exams Leave

L16.05.9 A one (1) day leave for writing University, Trades, or Post Secondary examinations.

Court Leave

L16.05.10 A leave for attendance in court as a subpoenaed witness, where the member is not a party to the action, or for jury duty, provided that witness fees or jury fees received be turned over to the Board.

Quarantine Leave

L16.05.11 A leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to their duties.

School Business Leave

L16.05.12 A leave for approved school business.

Wedding Leave

L16.05.13 A one (1) day leave shall be granted for a Member's own wedding or the wedding of a son/daughter.

Graduation Leave

L16.05.14 A one (1) day leave shall be granted for the post-secondary graduation of the Member.

Holy Days

L16.05.15 A leave shall be granted for observance of a religious Holy Day.

Extension of Leave

L16.06 A leave for up to five (5) days in addition to any leave(s) granted under Article L16.04 or L16.05 may be granted by the Director of Education for extenuating circumstances.

Changes in Terms of Leave

L16.07 Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the Member and the Board.

ARTICLE L17**PREGNANCY / PARENTAL LEAVE**

L17.01 A Member may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act.

Adoption Leave

L17.02 All entitlements under Pregnancy/Parental Leave shall apply to adoption leave. Such leave refers to the coming of a child into custody, care and control of the parent for the first time. A Member whose child comes into their custody, care and control sooner than expected, may commence leave immediately.

Benefits During Pregnancy / Parental Leave

L17.03.1 For the duration of the statutory Pregnancy / Parental Leave in accordance with the current Employment Standards Act, the Board will continue the Member's benefits at the Board's rate of premium subsidization.

L17.03.2 Members on Extended Parental Leave may continue their benefit plans beyond twelve months by paying 100% of the benefit costs on a monthly basis.

Supplementary Employment Benefit (SEB)

L17.03.3 The Board shall provide for Members on Pregnancy, Parental or Adoption Leave a Supplementary Employment Insurance Plan, in accordance with the Central Agreement Article [C10.2](#).

Pregnancy Related Illness

- L17.03.4 A Member who suffers a pregnancy related illness or disability shall be entitled to use paid sick leave during the period of illness or disability, and will not be required to use pregnancy or parental leave or Supplementary Employment benefits unless she so elects. Appropriate medical documentation may be required. ([Article L15.02](#))
- L17.03.5 The right to elect to use paid sick leave shall apply regardless of whether or not the Member has already applied for a pregnancy or parental leave.

Hospitalization of Newborn

- L17.03.6 A Member who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave.

Early Return

- L17.03.7 A Member may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (2) weeks written notice.

Extended Pregnancy/Parental Leave

- L17.04.1 A Member may request and the Board shall grant an Extended Pregnancy/Parental Leave provided that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave, and provided that the extended leave period terminates immediately prior to the beginning of a school term.
- L17.04.2 The maximum leave shall be two (2) years.
- L17.04.3 The Member who takes an Extended Pregnancy/Parental Leave under this clause shall be granted benefits in accordance with Article L14 with the Board continuing to pay its share of premium costs for a period of twelve (12) months.
- L17.04.4 The Member is required to stipulate the date on which they will resume duties on the Request for Leave of Absence Form. A change to the return to duty date can be mutually agreed between the Board and the Member.
- L17.04.5 Upon return to duty, the Member shall:
- L17.04.5.1 Return to the same position at the same level of responsibility and at the same school as that from which leave was taken, if such position is available;
- L17.04.5.2 Return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists subject to the Board's Transfer Policy and Regulations;
- L17.04.5.3 Retain all rights and benefits; and,
- L17.04.5.4 Be placed on the Basic Salary Grid according to years of teaching experience and certification.

ARTICLE L18

CHILD CARE LEAVE

- L18.01 Upon request, a Member shall be given an unpaid child care leave for up to two (2) years.
- L18.02 The Member will be allowed to continue in the benefits plan under [Article L14](#) at full cost to the Member.
- L18.03 A Member shall continue to accrue seniority during a child care leave to a maximum of two (2) years.

L18.04.1 When a leave, or a combination of leaves, has been extended beyond two (2) years, that Member's position shall be deemed vacant.

L18.04.2 Members will be re-appointed upon return, to a similar position for which they are qualified.

ARTICLE L19

MEMBER FUNDED LEAVE PLAN

Intent

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

L19.01 *Description*

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

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

L19.02 *Qualifications*

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

Application

L19.03.1 A Member must make written application to the Director of Education, on or before February 1 requesting permission to participate in the plan.

L19.03.2 The application form shall set out the period in which the plan is to be effected and the school year in which the Member requests the leave.

L19.03.3 Written acceptance or denial of the Member's request with an explanation will be forwarded to the Member by April 1 in the school year the application is made.

Terms of Reference

L19.04.1 Leave granted under this clause is not permissible if extended leave has been granted under any other clause of this Agreement within the three (3) year period prior to application.

L19.04.2 The Member shall return to the same position if it still exists or a comparable position if it does not, at the same level of responsibility and at the same school as that from which the Member took leave.

L19.04.3 On return from leave, the Member shall be placed on the salary grid in the same position as if they had not taken the leave.

L19.04.4 No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this plan.

L19.04.5 Sick leave credits will not accumulate during the year spent on leave.

L19.04.6 Pension Plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the Policies of the Teachers' Pension Plan Board during all years that the Member is participating. Members are responsible for any further arrangement with the Teachers' Pension Plan Board.

- L19.04.7 A Member may withdraw from the plan any time prior to taking the leave of absence provided that the Member informs the Board on or before April 1 in the school year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the Member within sixty (60) days of notification of the Member's desire to leave the plan.
- L19.04.8 Should a Member die while participating in the plan, any monies accumulated plus interest owed at the time of death will be paid to the Member's estate.
- L19.04.9 All Members wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. The form of the contract shall be agreed to by the Board and the Union.

Payment Formula

- L19.05.1 During the term of the plan, a participating Member will be paid grid salary and allowances as follows:

Salary and Allowances Paid During

<u>Term</u>	<u>Teaching Period</u>	<u>Leave Period</u>
Three Years	66.7%	33.3% + interest*
Four Years	75.0%	25.0% + interest*
Five Years	80.0%	20.0% + interest*
Six Years	83.3%	16.7% + interest*

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

- L19.05.2 During the leave year, the salary deposits made in [L19.01](#) above, plus any additional interest earned, shall be paid to the Member.
- L19.05.3 The Leave of Absence shall be taken in the last year of the term selected, subject to [L19.04.7](#).
- L19.05.4 Members currently on the Member Funded Leave Plan shall be given the opportunity to switch to one of the other options, subject to Teachers' Pension Plan and income tax regulations and at the Member's initiation.

ARTICLE L20

UNION LEAVE

- L20.01 At the request of the Union, the Board shall grant full-time release to the person(s) named by the Union, up to a maximum of three (3) people.
- L20.02 The person(s) named shall be treated for all purposes, including but not limited to the payment of salary, benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.
- L20.03 Release time granted will be on the basis of the Union reimbursing the Board for the full release time person(s). The cost of this release time shall be at the minimum of Category A.
- L20.04 In addition to the persons released in clause L20.01, at the request of the Union, the Board shall release Members of the bargaining unit's negotiating team from teaching duties. The Board will allow to the Union the equivalent of twenty (20) teaching days release time per school year at Board expense to be used for purposes related to negotiations. Should the Union require more than twenty (20) days mentioned above, the Board shall provide further leave and the Union shall indemnify the Board with respect to its actual costs, if any, in replacing any Member released for these purposes.

- L20.05 In addition to the persons released in clause L20.01, the Board shall grant further release time from teaching duties for additional Members of the Union, to a maximum of thirty (30) days per school year. The Union shall reimburse the Board for its actual replacement costs, if any. The Member(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- L20.06 The Board shall grant a leave of absence to a Member who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the member's total salary and other benefits. The Member shall continue to accumulate seniority and teaching experience during the period of leave.
- L20.07 A Member returning from a Union leave has the right to be reassigned to their position held prior to going on leave subject to [Article L23](#). The school specific position will be held for two (2) years. When a leave has been extended beyond two (2) years, that Member's position shall be deemed vacant. Members will be re-appointed upon return to a similar position for which they are qualified.

ARTICLE L21

SEVERANCE PAY

- L21.01 The Board will pay severance to an employee who is offered a severance package to leave the employ of the Board.
- L21.02 The amount of severance will be in accordance with the Employment Standards Act.

ARTICLE L22

SENIORITY

- L22.01 Commencing with the date of hire, a Member covered by this Collective Agreement shall accumulate seniority throughout each period of employment with the Board, as a Member of the Union. Full seniority shall be accumulated without regard to whether employment is full time or part time, and throughout all leave periods.
- L22.02 Seniority accumulation shall be rounded up to the nearest 1/10 year.

Tie Breakers

- L22.03 Where seniority in [L22.01](#) is equal, the relative seniority status of each Member will be determined by the following factors:
- L22.03.1 Total employment as a teacher with the Board and its predecessors in the elementary panel, and where that is equal;
- L22.03.2 Total employment as a teacher with the Board and its predecessors in the secondary panel, and where that is equal;
- L22.03.3 Other employment as an elementary teacher in Ontario, and where that is equal;
- L22.03.4 Lot conducted jointly by the Parties.

Seniority List

- L22.04.1 On or before November 1 and on or before March 1, a seniority list shall be drawn up by the Board and shall be made accessible at each Elementary work site, and provided to the Union. The list shall include the seniority status of every Member covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every Member respectively, as determined and accumulated in accordance with the above provisions.
- L22.04.2 The seniority list shall be reviewed and amended at the written request of either Party or as may be necessary from time to time when an additional Member is employed or the employment of a Member is terminated.
- L22.04.3 Notice of such amendments made to the seniority list shall be provided in writing to the Union as they occur.

ARTICLE L23

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

Vacancies and Postings

- L23.01 A vacancy is a teaching assignment within the Board which exists, or will exist for the ensuing school year, and to which no Member has been assigned.
- L23.02 A vacancy is a teaching assignment that is unoccupied because the teacher in that assignment accepted a different assignment, retired, resigned, was laid-off, terminated, promoted or died.
- L23.03 A new assignment is a teaching assignment that becomes available as the result of an additional position developing after the regular staffing process or because of the introduction of a new program.
- L23.04 All vacant positions within the Board shall be posted on the LKDSB website for seven (7) calendar days for the exclusive access of bargaining unit Members. Every Member shall be notified of each posting through the Board email service including the Union President.
- L23.05.1 In addition to the Mid Year Hire Postings in Article L23.07, two (2) sets of mass postings will occur by June 1st. No school reorganization(s) will take place between the two mass postings, unless surplus Members have returned to the school. Members who are under lay-off are not eligible to apply for these postings. Notwithstanding any mass postings, any vacancies which occur up to June 20th must be posted to internal candidates only, unless the position has been posted in the first two (2) mass postings and has not been filled.
- L23.05.2 A third round of postings to internal and external candidates shall occur on the second Monday of June. Qualified internal candidates shall be given priority when these positions are filled. Following the second Monday in June, any further vacancies will be posted. Qualified internal candidates shall be given priority when these positions are filled. Vacancies that result from this posting will not be posted.
- L23.06 Individual postings shall include the title of the assignment, grade level, subjects to be taught, qualifications according to the Education Act, any applicable allowances, effective dates and probable duration. Mass postings in Article L23.05 shall include the position, school and percentage of time for the position.
- L23.07 When a Teacher Consultant or other Special Assignment position becomes available during the school year, the position shall be advertised as a vacancy according to Article L23.02 or L23.03.

L23.08 The successful applicant will begin the job according to the posted start date, or a mutually agreed upon date. The resulting vacancy at that time shall be advertised as a Mid-Year Hire.

MID YEAR HIRE POSTINGS

L23.09 Vacancies that occur after the school year has begun through until April 15th, will be posted according to [Article L23.04](#) and [L23.06](#) for the exclusive access of Bargaining Unit Members. The position will commence on the posted date or within 7 days of the acceptance of the position. Any variance to the start date can be mutually agreed upon between the Board and the Union.

L23.10 The vacancy shall be filled in order of seniority from among the qualified applicants after program needs have been considered.

L23.11 Should only one member apply, they will be awarded the assignment, provided they are qualified. If no Member who applies is qualified, a qualified external candidate may be selected.

L23.12 All positions vacated by the successful Members in L23.09 will be filled by external qualified teacher candidates. Once the successful candidate is placed in the vacated position, these candidates become Members covered by this Collective Agreement.

L23.13 The Board will maintain and make available to the Union, a list of all Mid Year Hires.

Transfers

L23.14 Members could be transferred for the following reasons: surplus; lay-off; personal request; mutual agreement; administrative non-disciplinary transfer; or Just Cause ([Article L5.02.1](#)). The Union president will be notified of any transfers prior to the transfer taking place.

Surplus Staff

L23.15 Using the projected number of staff assigned to the school, the Principal will, on or before April 30, identify by seniority, according to the Seniority List, those Members who are surplus to the staff requirements of the school and notify, in writing, those Members who are surplus to their school, with a copy to the Union.

L23.16 A Surplus Member is a Member who has been identified by the Seniority List as being in excess of the staffing requirements of a particular school for the ensuing school year.

L23.17 Members who have been identified as surplus shall have the opportunity to apply to any posted vacancies for which they are or are willing to become qualified prior to the start of the school year.

L23.18 Should any surplus Members not be successful in obtaining a position through the posting process by the end of the second mass posting, the Superintendent with the responsibility for staffing elementary schools, shall in consultation with Principals, place the remaining surplus Members in the most suitable teaching positions based upon seniority, qualifications and experience. Every reasonable effort shall be made to place surplus staff within sixty (60) kilometres from their current school unless mutually agreed between the Board and the Teacher.

L23.19 Members declared surplus to a school and assigned a position at another school have the right to return to a position in their original school if a position is created within fifteen (15) months from the end of the school year where the members were declared surplus.

Lay-Off

L23.20 Lay-off will occur when a Member has been identified by the Seniority List as being in excess of the staffing requirements of the Board at the elementary level for the ensuing school year.

L23.21 Laid off Union Members will be placed into the vacancies created by the mass postings and after the part time and full time requests have been fulfilled and before any external candidates are hired.

L23.22 Laid-off Members may be added to the casual occasional list subject to availability and a request from the Member.

Order of Lay-off

L23.23 Members shall be laid off in reverse order of seniority.

Notice of Possible Lay-Off

L23.24 On or before April 30th of each school year, the Board shall issue a confidential notice in writing to the Union as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year as determined by staffing levels.

L23.25 Whenever the Board issues such a confidential notice, the total number of Full Time Equivalent (FTE) teachers required and the total number of actual teachers to be laid off shall be identified to the Union.

Individual Notice

L23.26 By April 30th, Members who are to be laid-off shall receive in person or by registered mail, from their immediate supervisor, a written notice stating the effective date and the reasons therefore. Such notice shall be received by the Member at least one school day in advance of any publication of the information.

L23.27 The position(s) held by the identified laid-off Member(s) shall be listed as vacancies unless the assignment no longer exists.

Recall Procedures

L23.28 All laid-off Members shall be placed on a Recall List and shall retain the following rights for a period of two (2) years with the right to be recalled to an assignment on the basis of seniority, provided the Member is qualified or becomes qualified before the date the Member is required to take the assignment, in order to meet program needs. (Program needs are identified by the Board and consist of specific teacher qualifications needed for the assignment.)

L23.29 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.

L23.30 A Member who is reinstated from the Recall List shall retain the seniority as if there had been no interruption in service.

L23.31 Members who are eligible for recall shall file with the Board their most recent address, telephone number, and email address. Any notices required to be given by the Board to the Member pursuant to this Agreement shall be communicated as follows:

i) hand delivered to the Member by the Superintendent of Human Resources or an appropriate Board official designated by the Superintendent of Human Resources with a signature of receipt being obtained by the Board;

OR

ii) sent by electronic mail to the address provided by the Member;

OR

iii) such other manner as the Board and Local may agree.

Delivery of such notice shall be deemed to have occurred on the date of delivery. A copy of the notice shall be forwarded to the Local President.

- L23.32 As vacancies become available for Members on the Recall List, the Board shall provide each Member on the Recall List and the Local President with the vacancies by email.
- L23.32.1 Members shall have up to two (2) days to respond to the Board by email, as directed, for vacancies for which the Member is qualified and the Member is prepared to accept as a teaching assignment. When there are multiple vacancies available, laid-off Members must identify their selections by priority from the list of available positions.
- L23.32.2 The Board will place the most senior qualified Member based on program and student needs identified for the vacancy.
- L23.32.3 The Board shall notify the Local President by email of all appointments as they occur.
- L23.33 A Member may decline up to two (2) offered assignments for which they are qualified. If the Board has offered two assignments, which the Member chooses to decline, the Member will be moved to the bottom of the list of teachers yet to be recalled.
- L23.34 A Member who was on full-time assignment shall have the right to refuse a part-time assignment without losing the right of recall.
- L23.35 Members who were on part-time assignment at the time they were identified as laid-off shall be recalled to part-time assignments only, as long as there are Members who had full-time assignments with recall rights and greater seniority.
- L23.36 A Member who has the right of recall as provided in [Article L23.28](#) and who is not recalled within the prescribed time limit shall be paid severance pay in accordance with the Employment Standards Act.
- L23.37 A Member may elect to receive severance pay upon termination of employment, in which event all rights of recall shall be forfeited.

Leave for Upgrading or Retraining

- L23.38 Upon request by the Member and with approval of the Board, a Member who would otherwise be laid off, shall be granted a leave of absence of up to two (2) years for educational upgrading, to become qualified for teaching assignments which may be required by the Board.
- L23.39 Upon expiry of the leave the Member shall be given an assignment for which the Member is qualified which is held by a Member with less seniority, otherwise, the Member shall be laid off.
- L23.40 A committee made up of at least two (2) Board and two (2) Union representatives shall be established by September 30th of each year to review the procedures outlined in Article L23 of the Collective Agreement. Amendments to the process will be implemented upon mutual agreement of the Parties.

Member Status Recall List

- L23.41 The Board shall report to the Local President on or before the last school day of September those Members who continue on the Recall List and those Members who accepted a severance allowance. The Local President shall be advised as changes occur.
- L23.42 Notwithstanding the provisions of [Article L23](#) (L23.01-L23.40) the following provisions shall apply to accommodate staffing changes that are required in September of each year in regard to school situations.

- L23.43 By the third Wednesday in September all enrolment numbers must be submitted to the Central Staffing Committee. The Central Staffing Committee shall meet to discuss any school organization changes. Every effort will be made to implement these changes no later than the last teaching day in September.
- L23.44 Where school enrolment changes in September require a reduction in the staff complement, the Member in that school with the least seniority shall be declared surplus to the school and will be reassigned, subject to the following provisions.
- L23.45 Where the Member with least seniority is the only one within the school with necessary qualifications (French as a Second Language, Special Education or Divisional Qualifications) for the teaching assignment(s) that are a result of changes, the Member next in line on the seniority list shall be declared surplus to the school and shall be reassigned, subject to the following provisions.
- L23.46 Where a reassignment occurs, the Member will be notified at least five (5) school days in advance of the reassignment.
- L23.47 At least two (2) teaching days will be preparation days, prior to beginning their assignment.
- L23.48 The Board will provide the necessary staff and transportation to move the Member's materials associated with the reassignment.
- L23.49 The surplus Members, based on their seniority, will select from the list of available positions for which they are qualified.
- a) Notwithstanding the process outlined above, a Member directly impacted by the surplus situation will have the first option to declare themselves as surplus to the school in place of the least senior Member.
 - b) Notwithstanding the process outlined above a Member may have the second option to volunteer to be the surplus teacher in agreement with the Member with the least seniority.

ARTICLE L24

PART-TIME ASSIGNMENTS

Definition of Member on Part-Time Assignment

- L24.01 A Member on part-time assignment is a Member employed on a regular basis for other than full-time assignment.

Part-Time to Full-Time

- L24.02 The Board may hire Members on a part-time basis.
- L24.03 The part-time assignment will be specified at the time of hiring or placement and will include the percentage of a full-time assignment.
- L24.04 A Member with a part-time assignment who, prior to March 31, requests a full-time assignment commencing the following school year, will be treated as a full-time Member for purposes of staffing, and be given a full-time assignment, subject to the lay-off procedures in [Article L23](#).

Part-Time Leave

- L24.05.1 A Member with a full-time assignment who, prior to March 31, requests a part-time leave commencing the following school year may have the request granted.
- L24.05.2 A Member who requests and is granted a part-time leave for a specified period may return to a full-time assignment at the end of the leave period, if available.

L24.05.3 A Member may apply prior to March 31 for an extension of the Member's part-time leave and such extension may be granted.

L24.05.4 On return to a full-time assignment, the Member has the right to continue to be a Member of the staff of the school in which the Member had a part-time assignment, if a full-time position is available in that school.

Salary

L24.06 A Member on part-time assignment shall be paid according to the Basic Salary Grid in [Article L9](#) in this Collective Agreement, pro-rated.

SICK LEAVE

NOTE: Refer to [Article C6.00](#).

Experience Credit

L24.07 Grid advancement for part-time Members will be on the basis of:

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

Seniority

L24.08 The seniority for part-time Members shall be calculated as though they were full-time.

Preparation Time

L24.09 A Member on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day, according to [Article L11](#).

Scheduling of Assignments

L24.10.1 For a Member on a part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the Member has agreed to teach.

L24.10.2 The Board may schedule assignments non-consecutively only with the consent of the Member and the Union.

Attendance at Meetings

L24.11 No part-time Member shall be required to attend any staff, divisional, team or other meeting, nor to participate in any professional development activity that takes place during a time or on a day that the part-time Member would not normally be at work.

ARTICLE L25

GRIEVANCE PROCEDURE

Definitions

L25.01.1 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

L25.01.2 A "party" shall be defined as:

- the Union
- the Board

L25.01.3 A "day" shall mean regular work days unless otherwise indicated.

L25.02 A Member shall have the right to have present a representative from the Union to assist the Member at any stage in this grievance and arbitration procedure.

Complaint Stage

L25.03 A Member, with the concurrence of the Union, may initiate a complaint within fifteen (15) days of the Member becoming aware of the circumstances giving rise to the complaint. The complaint would be made to the immediate supervisor, the Principal in the case of all Members, who shall answer the complaint within five (5) days after receipt of the complaint.

Grievance Procedure - Individual

L25.04 In the case of a grievance by the Union on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

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

The grievance shall contain:

- a description of how the alleged dispute is in violation of the Collective Agreement; and
- the clauses in the Collective Agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the Union.

Step 2

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days. The Union may be accompanied at the meeting and have the grievance presented by a Union Member of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

Step 3

If the reply of the Board is unacceptable to the Union, the Union may then apply for arbitration within twenty (20) days of the receipt of the reply.

Grievance Procedure - Party

L25.05 In the case of other grievances by a Party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the Party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party making the grievance may make a written grievance to the Director of Education or President of the Union, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- a description of how the alleged dispute is in violation of the Collective Agreement; and
- the clauses in the Collective Agreement alleged to be violated; and
- the relief sought; and
- the signature of the duly authorized official of the party making the grievance.

Step 2

If the reply of the Director or designate is not acceptable to the Union, the Union may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Union may be accompanied at the meeting and have the grievance presented by an ETFO Member of the Union's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

Step 3

If the reply of the President of the Union or the Director or designate of the Board, as the case may be, is not acceptable to the Party making the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

Grievance Mediation

- L25.06.1 At any stage in the grievance procedure, the Parties, by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- L25.06.2 The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- L25.06.3 Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

Arbitration

- L25.07 The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either Party.
- L25.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding on both Parties.

Cost of Arbitration

- L25.09 The fees for a single Arbitrator, or a Chairperson of a board of Arbitration, shall be shared equally by the Parties.
- L25.10 Time restrictions may be extended if mutually agreed in writing.

No Reprisals

- L25.11 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Collective Agreement.

- L25.12 Should the investigation or processing of a grievance require that an involved Member be released from regular duties, the Member shall be released without loss of salary or benefits. The cost of the supply teacher shall be paid by the Union.

ARTICLE L26

STRIKE OR LOCKOUT

- L26.01 The Board agrees that there shall be no lockout of Members and the Union agrees that there shall be no strike during the term of this Collective Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

ARTICLE L27

ACTING ADMINISTRATIVE POSITIONS

Teacher In Charge

- L27.01 The Parties agree that an employee who is a teacher may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in Charge shall be paid an allowance per day in addition to regular salary and allowances as follows:

Effective Date	Rate
September 1, 2019	\$48.02
September 1, 2020	\$48.50
September 1, 2021	\$48.99

- L27.02 The Member will continue to be subject to all terms and conditions of this Collective Agreement.
- L27.03 Nothing in this article prevents the Member from resuming the Member's duties subject to forty-eight (48) hours written notice to the appropriate Supervisor.
- L27.04 It is understood that the Teacher In Charge position shall be voluntary, and not an assigned duty.
- L27.05 An Occasional Teacher shall be engaged to replace the Teacher In Charge for the duration of the assignment.

Acting Principal or Vice-Principal

- L27.06 When a Principal or Vice-Principal will be absent from the school for a period of more than twenty (20) work days but less than one school year, the Board may appoint a Member as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.
- L27.07 The Member shall receive the same compensation and benefit package and be entitled to the same working conditions as other Principals or Vice-Principals with an equivalent position in the Board.
- L27.08 The Member in an Acting Principal/Vice-Principal role shall be entitled to return to the Member's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union, provided that the Member's term as Acting Principal or Vice-Principal does not exceed 193 work days within three school years.
- L27.09 The person acting as Principal/Vice-Principal shall pay Union dues.

ARTICLE L28

PROFESSIONAL DEVELOPMENT

Professional Development

- L28.01 A Superintendent of Education or designate will provide an opportunity for input from the Union, at least twice per year, regarding the following:
- attending professional conferences;
 - attending workshops;
 - local curriculum development;
 - other professional activities;
 - funds to be administered;
 - focus of the professional activity days for the following school year.

ARTICLE L29

PRINCIPALS AND VICE-PRINCIPALS

- L29.01 If a Member is appointed to or accepts a position of Vice-Principal or Principal, the Member's seniority will be frozen as of the date of reporting to work as a Vice-Principal or Principal. The Member may only return to the Union within a two (2) year period after the date on which they accepted or were appointed to work as a Vice-Principal or Principal. The Member shall return to or enter the Union with the seniority earned at the point of time when his or her seniority was frozen. This Member shall be subject to the recall procedures of laid-off members in [Article L23](#).
- L29.02 The Board agrees that no Member will be laid off solely as a result of a Vice-Principal or Principal returning to the Union.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

Elementary Teachers Federation of Ontario, Lambton Teacher Local

(the “Union”)

And

The Lambton Kent District School Board

(the “Employer”)

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by December 16, 2020.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated March 20, 2020, the local terms of the collective agreement continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*.
5. The parties shall meet to determine the structure and content of the collective agreement within 60 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at *Sarnia* Ontario, this *25th* day of *November*, 2020

On Behalf of the Board

Guy Smith
Doug Bertaud
Shelley Keller
Denise Beaumont

On Behalf of ETFO

Laurel Radicourt
Sarah Hall
B. J. H.
Tracey Gooch

Letter of Understanding

Between

Lambton Kent District School Board
(The Board)

And

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

(The Union)

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

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

For the Union

For the Board

Date