

Terms and Conditions

between

The Lambton Kent District School Board



and



Lambton Kent Ontario Principals' Council

September 1, 2020

to

August 31, 2023

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PART A:

**PROVINCIAL
AGREEMENT**

P1.0 TERM OF THE AGREEMENT

The term of the agreement is September 1, 2020 to August 31, 2023.

P2.0 SICK LEAVE

Sick Leave/Short Term Leave and Disability Plan – Principals/Vice-Principals

This article shall apply to all principals and vice-principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position who are covered by another agreement.

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.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

The allocations outlined in 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 principal/vice principal is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or 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 and based on the length of assignment, if applicable. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii) Where a principal/vice principal 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 principal/vice principal 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 b) and c) above, for a recurrence of the same illness or injury will not be provided to the principal/vice principal until the principal/vice principal has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv) WSIB and LTD remain first payors in all instances. Where a principal/vice principal 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, including on a gradual return to work plan, the principal/vice principal will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the principal/vice principal exhausts their STLDP allotment and continues to work less than their FTE, 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 for a partial day.
- vi) A principal/vice-principal appointed internally during the school year shall continue to access the sick leave/STLDP already allocated for that school year. At no time shall the sick leave/STLDP allocation exceed 11/120 days.

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

- i) Principals/vice-principals 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 90% to 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. This 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 a principal/vice-principal uses any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Administration

- i) The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the principal/vice-principal to access sick leave or STLDP.
- ii) The Board may require information to assess whether a principal/vice- principal 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.

g) Pension Contributions While on Short Term Disability

- i) When a principal/vice-principal is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the principal/vice-principal's regular pay.
- ii) If the principal/vice-principal exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The principal/vice-principal is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when principal/vice-principal contributions are waived. If a principal/vice-principal is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

h) Long-Term Disability

- i) A principal/vice-principal who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school Board's sick leave and short term disability plan for the same condition unless the principal/vice-principal is on a graduated return to work program, then WSIB/LTD remains the first payor.
- ii) For clarity, where a principal/vice-principal is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the principal/vice-principal may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school Board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school Board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

P3.0 FAMILY MEDICAL LEAVE OR CRITICALLY ILL CHILD CARE LEAVE

- a) Family Medical Leave or Critical Illness leaves granted to a principal or vice-principal, shall be in accordance with the provisions of the Employment Standards Act, as amended (ESA).
- b) The principal or vice-principal shall be required to provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) A principal or vice-principal 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) Experience shall continue to accrue during such leave(s), as shall seniority, where it exists in local terms and conditions agreements.
- e) Where a principal or vice-principal is on such leave(s), the employer shall continue to pay its share of benefit premiums, where applicable. To maintain participation and coverage under any applicable plan, the principal or vice-principal must continue to provide for payment for their share of the benefit premiums, where applicable.

- f) In order to receive payment during such leaves, a principal or vice-principal must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to i). A principal or vice-principal who is eligible for Employment Insurance in respect of Family Medical Leave and/or Critical Illness Leave is not entitled to benefits under a school Board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB) Plan

Paragraphs g) through i) below, shall apply to all principals and vice-principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting vice-principal or principal position who are covered by another agreement.

- g) The employer shall provide for principals and vice-principals who access such leaves, a SEB plan to top up their E.I. Benefits. The principal or vice-principal 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 work year and during a period for which the principal and vice-principal would normally be paid. The SEB Plan pay will be the difference between the gross amount the principal or vice-principal receives from E.I. and their regular gross pay.
- h) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this Plan.
- i) The principal or vice-principal must provide the employer with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before any SEB are payable.

P4.0 BENEFITS

The Parties have agreed to participate in the Ontario Non-Union Education Trust / Fiducie des employées et des employés non-syndiqués en éducation de l'Ontario (FENSÉO) "ONE-T/FENSÉO" established April 1, 2018. The date on which the school boards and the Principals and Vice Principals Association benefit plan commenced participation in the ONE-T shall be referred to herein as the "Participation Date".

4.1 ELHT Benefits

The Parties agree that since the ONE-T is responsible for the provision of life, health and dental benefits to principals and vice principals all references to life, health and dental benefits plans previously provided by school boards in the applicable local terms and conditions of employment for principals and vice-principals for active eligible employees and eligible retirees shall be removed from that local terms and conditions of employment.

Post Participation Date, the following shall apply:

4.2 Eligibility and Coverage

- a) Principals and vice-principals shall be eligible for benefits subject to the rules as established by the ONE-T. The Parties and the Crown confirm their mutual interpretation that the ONE-T Agreement maintains eligibility for those who are covered by Local Terms and Conditions as of August 31, 2014.
- b) With the consent of the Central Parties, the ONE-T is also permitted to provide coverage to other active employee groups in the education sector with the consent of the Principals

and Vice Principals Associations and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

c) Retirees who were eligible for benefits under school board plans and who retired prior to the Participation Date are eligible for benefits subject to the rules as established by the ONE-T. No individuals who retire after the Participation Date are eligible.

4.3 Funding

a) Funding prior to September 1, 2020 was \$6,580.45/FTE and shall be increased to cover 1% for benefit improvements, including reductions to existing co-insurance, premium share or introduction of premium holidays and 3% for inflation which can only be used for maintenance of the benefit plan and not for benefit improvements. This does not preclude the ONE-T from making plan amendments but any changes to the plan in place as of August 31, 2020 above 1% must be cost neutral.

The funding rate shall be as follows:

- i. September 1, 2020: \$6,843.67/FTE
- ii. September 1, 2021: \$7,117.41/FTE

b) For September 1, 2022, the funding shall be increased by 1% which may be used for benefit improvements, and funding for inflation by the lessor of:

- i. the highest percentage increase of benefits funding for inflation subject to any conditions attached to the funding (including any lump or periodic payment) in all teacher collective agreements for the 2022-23 school year and,
- ii. the year over year change in the audited plan costs per FTE, less the cost of any benefit improvements.

The adjustment for b (i) shall be made no later than 90 days of the last teacher central agreement ratification, retroactive to September 1, 2022.

If funding in b (i) is provided before the audited plan costs are known, a reconciliation to adjust the funding in b (i) shall be performed after the audited financial statements are received to adjust the ongoing funding and recovering of any in-year funding.

If a payment is made under c (ii) below, then funding in 2022-23 will be temporarily reduced by the difference in the payment under c (ii) and the amount required to maintain net assets at 15% of the ONE-T principals' and vice-principals benefit plan costs as of December 31, 2022.

Funding is contingent on administrative best practices (not impacting plan design) being maintained by the ONE-T for the principals and vice-principals benefit plan (e.g. a prior authorization/ drug management program)

If benefit improvements are made to the principals and vice-principals' benefit plan in excess of what existed in the plan as of August 31, 2020, the ONE-T Trustees shall provide the sponsoring parties of the ELHT information that confirms the cost of the increases at the ELHTs expense, should any of the sponsoring parties request it.

c) In addition to (a) the Crown shall make a one-time payment to the ONE-T – Principals and Vice-Principals separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2021 report net assets below 8.3% of the principals and vice-principals' 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 ONE-T principals' and vice-principals' benefits plan for the 2021-22 school year. If the trustees amend the principals' and vice-principals' benefit plan to address net assets below 9.5%, a report is required to show that 8.3% would have been met in the absence of any action. The report and amendments greater than the threshold acted upon and 8.3% (e.g. the difference between 9.5% and 8.3%) are required to receive the funding. The funding is contingent on the amendments being maintained until the end of these terms and conditions of employment, or
- ii. If no payment is made under (i) and if the audited financial statements for the year ending December 31, 2022 report net assets below 15%, of the ONE-T principals', and vice-principals' benefit plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the ONE-T principals and vice-principals' benefits plan for the 2022-23 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under (c).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

4.4 Full-Time Equivalent (FTE) and Employer Contributions

a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/ Bargaining Group schedule (referred to as "Appendix H") for job classifications that are eligible for benefits.

b) 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 by Employee/ Bargaining Group schedule as of October 31st and March 31st.

c) Monthly amounts paid by the boards to the ONE-T's administrator based on estimated FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the Staffing by Employee/ Bargaining Group schedule 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 ONE-T in a lump sum upon notice to the ONE-T, but no later than August 31 of the following school year that is being reconciled.

d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ONE-T, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local Principal and Vice-Principals Association utilizing their local dispute resolution processes or practices.

4.5 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the ONE-T.

4.6 Privacy

The Parties agree to inform the ONE-T benefits plan 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 ONE-T benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

4.7 Cost Sharing

a) Should there be an amount of employee co-pay, the Trust shall advise Boards what that amount shall be. Unless advised otherwise, there will be no deductions.

b) Any cost sharing or funding arrangements as per previous local terms and conditions of employment in effect as of August 31, 2014 remain status quo.

4.8 Any other benefits not described above remain in effect in accordance with terms and conditions of employment as of August 31, 2014 (eg. Employee Assistance Programs).

P5.0 NOTICE TO ACTING PRINCIPALS AND VICE-PRINCIPALS

At the time an offer to fill a temporary or acting principal or vice-principal position is made the School Board will provide, in writing, the:

- a) Length of the term of the temporary/acting position, if known;
- b) i. Applicable collective agreement language outlining time limits or restrictions regarding acting or temporary assignments, if any; or
 - ii. In the absence of collective agreement language, the impact on the acting principal or vice-principal's ability to return to their previous position.

P6.0 VICE-PRINCIPAL/PRINCIPAL SALARY CONSIDERATIONS

A new vice-principal or principal internally promoted from the teaching bargaining unit shall, at a minimum, not be paid at a lower salary than they received in the position they were in immediately prior to the promotion (including and limited to allowances for extra degrees, positions of responsibility and qualifications) providing that salary does not exceed the highest grid step for the new position.

P7.0 PROVINCIAL LIAISON COMMITTEE

The Parties and the Crown agree to establish a joint Provincial Liaison Committee to promote and facilitate communication on issues of joint interest and to fulfil their obligations under this agreement. The decisions of the Provincial Liaison Committee shall be made on a consensus basis. The Committee shall meet as agreed but a minimum of three (3) times in each school year.

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.

P8.0 MINISTRY INITIATIVES COMMITTEE

All three Principals' and Vice-Principals' Associations will be participants 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.

P9.0 INDEMNIFICATION

- a) The Board agrees that principals and vice-principals shall be covered by its liability insurance within the terms of the board's insurance policy. Such coverage shall also apply to former Principals and Vice-Principals in respect of incidents that occurred during their employment as a Principal or Vice-Principal of the Board. A request to the board for insurance coverage will be processed in accordance with the terms and conditions of the applicable insurance policy.
- b) The Board or insurer(s) shall instruct legal counsel representing a principal or vice-principal in civil claims, actions, suits and civil proceedings. However, in cases where the Insurer provides coverage to the Board and the Board agrees that the principal or vice-principal requires independent legal counsel, it shall indemnify the principal or vice-principal for any costs reasonably incurred up to the limit covered by the Insurer.
- c) Where local terms and conditions for principals and vice-principals currently provide them with a superior benefit in respect of insurance and/or indemnification, those terms and conditions will prevail.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

1. A principal or vice-principal is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the principal or vice-principal had accumulated and was eligible to receive as of that day.
2. If the principal or vice-principal is eligible to receive a sick leave credit gratuity, upon the principal or vice-principal'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 principal or vice-principal on August 31, 2012; and
 - b) the principal or vice-principal's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of a principal or vice-principal, 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 parties agree that any and all wind-up payments to which principal or vice-principals 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 principal or vice-principal 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. Huron Perth Catholic District School Board
 - v. Peterborough, Victoria, Northumberland and Clarington Catholic District School Board
 - vi. Hamilton-Wentworth Catholic District School Board
 - vii. Waterloo Catholic District School Board
 - viii. Limestone District School Board
 - ix. Conseil scolaire catholique MonAvenir
 - x. Conseil scolaire Viamonde

B. Other Retirement Gratuities

A principal or vice-principal 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.

Letters of Agreement

LETTER OF AGREEMENT #1

BETWEEN

TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

THE CROWN

RE: Status Quo Provincial Matter

Status quo provincial matter

The parties agree that the following provincial matters has been addressed at the provincial table and that the provisions shall remain status quo. For further clarity, if language exists, the following matters are to be retained as it existed immediately prior to this agreement. As such the following matters shall not be subject to local discussion or amendment by the local parties for the term of this agreement.

1. Statutory and other board-paid leaves including maternity leave benefits, SEB Plans
2. WSIB – Top-up
3. Reimbursement of Provincial Associations fees, and Ontario College of Teacher fees
4. Long Term Disability (excluding MOU#5)
5. Impact of hiring processes on principals/vice-principals

LETTER OF AGREEMENT #2

BETWEEN

TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

THE CROWN

RE: Sick Leave

The parties agree that any current terms and conditions of employment provisions, related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the provincial terms and conditions document shall remain status quo.

In addition, established Board practices with regard to the following two issues shall remain unchanged for the term of this agreement.

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 #3

BETWEEN

TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

THE CROWN

RE: Provincial Working Group - Health and Safety

The parties and the Crown confirm that each of the three Principals' and Vice-Principals' Associations will participate in the Provincial Working Group - Health and Safety.

LETTER OF AGREEMENT #4

BETWEEN

TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

THE CROWN

RE: Recruitment and Retention Strategy Working Group

The Parties and the Crown recognize that Principals and Vice-Principals are key to supporting student achievement and well-being.

The Parties will establish a working group to discuss recruitment and retention strategies for Principals and Vice-Principals including strategies for supporting principals and vice-principals through traumatic events as they impact retention. The Crown may participate in this work.

The working group will determine whether, how and when, on a consensus basis, to report its findings.

LETTER OF AGREEMENT #5

BETWEEN

TRUSTEES' ASSOCIATIONS:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

-AND-

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

-AND-

THE CROWN

RE: Terms of Reference for the Provincial Negotiations Framework

The Parties and the Crown agree to Terms of Reference to govern future provincial negotiations of the terms and conditions of employment for principals and vice-principals, on the following terms:

1. A notice period of 90 days to commence negotiations, prior to the expiration of the provincial terms and conditions of employment.
2. Mandatory participation of all school boards to be represented by their respective Trustees' Associations, and the principals and vice-principals represented by the Principals' and Vice-Principals' Associations as parties and including the Crown as a participant in provincial discussions.
3. Once discussions begin, the first step is to establish which elements would be discussed provincially and locally. Upon agreement, substantive negotiations on the central matters would begin.

4. If denominational, French-language or sector specific issues arise, they may be addressed separately as appropriate for the concerned sector or sectors.
5. The table will have French-language capacity and will ensure timely translation of documents.
6. The Participants will engage in collaborative, respectful, good faith negotiations in aid of reaching an agreement on provincial principal and vice-principal terms and conditions of employment.
7. The Parties and the Crown shall have an established internal approval / endorsement procedure.

Historical Appendix of Terms & Conditions – For Reference Only

LETTER OF AGREEMENT #8

BETWEEN

TRUSTEES’/SCHOOL BOARD ASSOCIATIONS:

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)
ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)
ONTARIO CATHOLIC SCHOOL TRUSTEES’ ASSOCIATION (OCSTA)
ONTARIO PUBLIC SCHOOL BOARDS’ ASSOCIATION (OPSBA)

– AND –

PRINCIPALS’ AND VICE-PRINCIPALS’ ASSOCIATIONS:

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-
ONTARIENNES (ADFO)
CATHOLIC PRINCIPALS’ COUNCIL ONTARIO (CPCO) ONTARIO PRINCIPALS’ COUNCIL (OPC)

– AND –

THE CROWN

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Agreement all references to existing life, health and dental benefit plans in the applicable local terms and conditions shall be removed from that local document.

Consistent with section 144.1 of the *Income Tax Act* (Canada) (ITA), OPSBA, OCSTA, AFOCSC, ACEPO, (hereinafter called ‘Trustees’ Associations), OPC, CPCO, ADFO (hereinafter called ‘Principals’ and Vice-Principals’ Associations’) and the Crown, shall establish an ELHT, (hereinafter, the “Trust”), to provide benefits to non-unionized education workers in the Province of Ontario. District school boards District School Area Boards, Public School Authorities, and Provincial Schools Authority (hereinafter, the “Boards”) (as defined in the Education Act, R.S.O 1990 c E.2) may only participate in the Trust, if the Trust will be in compliance with the ITA and Canada Revenue Agency (CRA) administrative requirements for an ELHT (the “ELHT Requirements”). It is intended that the Trust be effective no later than February 1, 2017. The date on which a Board commences participation in the Trust for a group of employees shall be referred to herein as a “Participation Date”. The Trustees, as defined in 2.2.0, shall determine the Participation Date which shall be no earlier than February 1, 2017 and no later than August 31, 2017. The Trustees, as defined in 2.2.0, shall cooperate with other Trusts to move all employee groups into the Trusts at the same time.

Should groups other than Principals and Vice-Principals join the ELHT, the governance, benefit plan design as well as funding and investment policies of this agreement shall be reviewed by the employee representatives (including the other employee group) and employer representatives and modified if deemed necessary by all parties.

The parties acknowledge that the establishment of the Trust represents a substantial commitment within and beyond the term of the current provincial discussion agreement. This letter of agreement is

conditional upon its terms continuing in full force and effect beyond the termination date of the provincial discussion 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.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by trustees appointed by the Principals' and Vice-Principals' Associations and by the representatives of the other non-union groups that choose to join the Trust ("the employee representatives") and trustees appointed by the Trustees Associations' and the Crown acting together ("the employer representatives");
- 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;
- 1.4.0 All non-unionized employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Joint Recruitment and Selection

- 2.1.1 A skills matrix will be developed by employee and employer representatives to guide recruitment and selection of potential trustees to be appointed. The skills matrix will balance the need for professional skills and expertise as well as sector experience. Remuneration of trustees who are not employees of a participating employer or employee group will be set at a rate required to attract the type of skills identified in the skills matrix. All trustee remuneration will be paid by the ELHT.
- 2.1.2 The employee representatives will be responsible for the appointment and termination of the employee appointed trustees, and the employer representatives will be responsible for the appointment and termination of the employer appointed trustees.
- 2.1.3 Employee and employer representatives will cooperate with respect to recruitment and selection of trustees to reflect skills referenced in 2.1.1. The parties will endeavour for consensus in the selection. Where consensus is not reached, employee and employer representatives will select and appoint independently.

2.2.0 Board of Trustees

- 2.2.1 The Board of Trustees will be comprised of nine (9) members, including a Chair. The nine (9) members will include five (5) appointees selected by the employee representatives (including the Chair) and four (4) appointees selected by the employer representatives, including the Crown. One of the Trustees will speak French as their first language.
- 2.2.2 Four (4) of the five (5) employee appointments (excludes the Chair) shall be based on a weighting of the full-time equivalency of members as described in clause 4.1.2 a) ii) "base year" by no later than November 30, 2016, to the nearest 25% (rounded up). The Chair shall be jointly appointed by employee representatives.
- 2.2.3 The Board of Trustees will include a minimum of four (4) independent and professional members appointed as follows:
 - a. Two (2) employee representatives appointed in accordance with 2.2.2, one (1) of whom shall be the Chair, who shall be jointly appointed by the employee representatives, and the second of whom shall be appointed by the non-union representatives should the weighting of the full-time equivalency entitle them to two

- (2) employee representatives; and
- b. Two (2) appointments by the employer representatives.

2.3.0 Appointments & Voting

- 2.3.1 The Board of Trustees:
 - a. Will have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - b. May not include an active employee in receipt of benefits under the Trust as an employer appointed representative.
- 2.3.2 The appointed independent members will be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the Principals' and Vice-Principals' Associations, the Boards, the Trustees' Associations and the Crown.
- 2.3.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.3.4 Voting requires a simple majority to carry a motion. The Chair may vote to break a tie, but otherwise will remain non-voting and an independent Trustee.
- 2.3.5 The Chair may, at their discretion, call for the requirement of a 60% majority to carry a motion on significant financial matters.
- 2.3.6 The employee representatives shall determine the initial term and subsequent succession plan for their Trustees. The employer representatives shall determine the initial term and subsequent succession plan for their Trustees. The terms of a Trustee shall be limited to a maximum of nine (9) years.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The Trust will maintain eligibility for Principals' and Vice-Principals' Associations represented employees who are covered by Local Terms and Conditions as of August 31, 2014 and, to the extent they are eligible for benefits from subsisting benefit plans, former and retired principals and vice-principals.
- 3.2.0 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 are entitled to benefits based on the prior arrangements with the Board.
- 3.3.0 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.4.0 No individuals who retire after the Board participation date are eligible.
- 3.5.0 The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, 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 mutually agreed to in future central discussions.
- 3.6.0 Each Board shall provide to the Trust directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) relevant employee information 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 4.1.3 to the Trust by the last day of each month from and after the Board's Participation Date.
- 4.1.2 The Boards will calculate the annual amount of a. i) divided by a. ii) which will form the base funding amount for the Trust;
- a. i) "Total Cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
Total Cost excludes retiree costs associated with 3.2.0 and 3.3.0.
 - ii) "Total FTE" means the total FTE consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - iii) 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, except for the base year. It shall use the board's October 31st FTE data only. Each Board's total FTE shall be verified by the local association.
- b. Calculations in a. i), ii) and iii) will be subject to specified audit procedures that will be completed by the Boards external auditors by May 16, 2016.
 - c. The Board's total FTE, as identified in 4.1.2 (a)(iii) shall include all regular employees in the employee group. For clarity, where a person is on leave and is replaced by an individual on a long-term assignment, only one of the two individuals are included, not both.
- 4.1.3 On the participation date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
 - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4 Funding previously paid under 4.1.3 above will be reconciled to the agreed October 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.
- 4.1.5 All amounts determined in sections 4.1.2 a) and 4.1.4 related to Principals and Vice-Principals shall be subject to a due diligence review by the Principal and Vice-Principal Associations'. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the Principals' and Vice-Principals' Associations. If any amount cannot be agreed between the Principals' and Vice-Principals' Associations and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information.
- 4.1.6 On any material matter relating to sections 4.1.2 a) and 4.1.4, the Principals' and Vice-Principals' Associations, the Trustees' Associations or the Crown can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be

triggered and the benefits related provisions of all local terms and conditions, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.

- 4.1.7 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.). Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo based on Terms and Conditions in effect August 31, 2014.
- 4.1.8 Sixty (60) 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.
- 4.1.9 The Board shall deduct premiums as and when required by the Trust from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trust with supporting documentation as required by the Trustees.
- 4.1.10 Some Principals' and Vice-Principals' Associations' members currently contribute to the payment of employee benefits at varying levels in accordance with local terms and conditions of employment, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last Board's Participation Date.
- 4.1.11 Any other cost sharing or funding arrangements are status-quo to the local terms and conditions, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.12 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.2.0 and 3.3.0. 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 terms and conditions in place as of August 31, 2014 or per existing benefit plan provisions.

4.2.0 Start-Up Costs

- 4.2.1 The Crown shall provide:
 - a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 (a)(i), (15% of Total Cost in 4.1.2 a) to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees upon the creation of the Trust.
 - b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 (a)(i), (4.15% of Total Cost in 4.1.2(a)(i), to cover start-up costs.
 - c. A one-time contribution to the Trust equal to 3% of Total Cost in 4.1.2 (a)(i) to recognize the significant additional costs of operating in both English and French for the Board of Trustees as well as at the membership service level.
 - d. A one-time contribution to the Trust equal to \$580,000 to support the costs related to assessing and further leveraging the work completed by the Technical Working

Group on Benefits, including a detailed analysis of employee benefits data as well as support for communication of the learnings with Principals and Vice-Principals.

- 4.2.2 The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3 The Crown shall pay to ADFO \$2.0M of the startup costs referred to in s.4.2.1(b), (c) and (d) on the date of agreement of provincial terms and conditions of employment, and shall pay to ADFO the balance of the payments, if required under s. 4.2.1(b), (c) and (d) upon the creation of the Trust. Where these funds exceed the start-up costs, they shall be transferred to the Trust for purposes of the CFR.
- 4.2.4 In addition to any other payments required hereunder, on the day that a Board commences 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 by the applicable Board 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 Board's surplus will be retained by the Board.
- a. 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.
 - b. For the Administrative Services Only plans (ASO), a surplus (including deposits on hand) will be distributed to the Trust, net of claims, no later than five (5) months after the participation date based on employees' co-share, or as determined through discussions with the carrier. Employees will have three (3) months after the participation date to submit claims. After this period they will not be eligible.
 - c. Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has been combined, the existing surplus will be allocated to each group based on the following:
 - i. If available, the paid premiums or contributions or claims costs of each group; or
 - ii. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.The methodology listed above will be applicable for each group leaving or terminating 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.
 - d. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.
- 4.2.5 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.
- 4.2.6 Within sixty (60) days of the end of each school year, the amount paid by the Crown or by a Board in relation to s. 4.1.3 shall be reconciled to the actual negotiated funding amount required under this Letter of Agreement, and any

difference shall be paid to the Trust or deducted against future payments of Boards within thirty (30) days of the reconciliation.

- 4.2.7 Where other employee groups join the Trust, common start-up costs already incurred will be shared as per s. 4.1.2 a) ii).

4.3.0 Interim Benefits Coverage

- 4.3.1 For the current term the Boards agree to the following:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. The terms and conditions of any existing EAPs shall remain the responsibility of the respective Boards and not the Trust.

5.0.0 SHARED SERVICES

- 5.1.0 The Principals' and Vice-Principals' Associations agree to explore a shared services model that will provide for the administration and investment of the Trust and will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for administering the benefits provided and ensuring the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee and will be competitively procured within four (4) years of the last employee representative group's participation date but shall be no later than August 31, 2021.
- 5.1.2 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.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a. The Trustees' selection of the Trust auditors and the Trust actuaries.
 - b. The annual reports of the auditors and actuaries.
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design.
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding Policy;
 - j. The Investment Policy and changes to the Investment Policy;

k. Procurement of adjudicative, administrative, insurance, consultative and investment services.

- 6.2.0 Under the Funding Policy, surpluses in 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 Provincial Terms and Conditions of Employment;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through 3.1.4); and
 - e. Reduce member premium share, if any.
- 6.3.0 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;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.

The Funding Policy shall require that the Trustees take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of all of their service providers.

6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

7.0.0 ACCOUNTABILITY

- 7.1.0 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 a period not less than three (3) years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and actuarial evaluation report requested in section 7.1.0 above will be shared with the Principals’ and Vice-Principals’ Associations, the Trustees’ Associations and the Crown.

8.0.0 TRANSITION COMMITTEE

- 8.1.0 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, including the determination of the benefits service provider and the shared services provider.

9.0.0 ENROLMENT

- 9.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Trust to all new members within five (5) days from their acceptance of employment.
- 9.2.0 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.
- 9.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust within one week of the change occurring.
- 9.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 9.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave.

10.0.0 ERRORS AND OMISSIONS

- 10.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 10.2.0 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.
- 10.3.0 Upon request by the Trust Plan Administrator, a Board shall 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 twelve (12) month period.
- 10.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon thirty (30) days written notice.

11.0.0 CLAIMS SUPPORT

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

12.0.0 PRIVACY

12.1.0 In accordance with applicable privacy legislation, the Trust 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's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

13.0.0 PAYMENTS

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



PART B:

**LOCAL
AGREEMENT**

L1.0 Recognition

- L1.01 Representatives of the Lambton Kent OPC District Council (LKOPC) will be the exclusive negotiating representatives for the principals and vice-principals employed by the Board in all discussions concerning local terms and conditions of employment.
- L1.02 The Board recognizes the right of Principals and Vice-Principals in English Public School Boards to be represented by Provincial OPC when provincial terms and conditions are to be negotiated. If approved by the parties, the Board will incorporate those terms and conditions into the local terms and conditions where applicable.
- L1.03 The terms and conditions of employment contained herein will apply to all principals and vice-principals employed with the Board, including System Coordinators
- L1.04 Subject to the terms outlined in this document, the duties and responsibilities of the principal/vice-principal shall be those provided for in the Education Act for teachers and for principals and vice-principals, and those prescribed for principals and vice-principals through Board policies, regulations and administrative procedures, which the employee covenants to discharge faithfully and to the best of his/her knowledge skill and ability.
- L1.05 The duties of System Coordinators will be further defined by the respective posting. Terms and Conditions specific to System Coordinators will be identified in Appendix 3.
- L1.06 When policies and procedures are being developed or modified which affect a Principal's or Vice-Principal's conditions of work and operations of schools, the Board will consult LKOPC through the Superintendent charged with the responsibility for developing the procedure.
- L1.07 An Administration/Board Communication Committee comprised of a minimum of 2 LKOPC representatives as determined by the LKOPC Executive (1-Elementary and 1 Secondary) and 2 representatives from Sr. Administration shall meet a minimum of 3 times per year to discuss issues of concern including but not limited to Transfers, consolidation, administration complement changes, and re-structuring as a result of Accommodation Reviews.

L2.0 Qualifications

- L2.01 As a condition of employment, the principal/vice-principal shall maintain membership in the Ontario College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers pursuant to the Education Act and the Ontario College of Teachers Act, S.O.1996, C.12, as amended, and any regulations made thereunder. Should the Certificate of Qualification be cancelled, revoked, or suspended by the Ontario College of Teachers, the principal/vice-principal may be terminated.

L3.0 Voluntary Return to Teaching

- L3.01 Subject to the provisions of The Education Act or Regulations made under the Act, an appointed principal/vice-principal who voluntarily decides to pursue a teaching position will do so, following the processes outlined in the teachers' collective agreements.

- 3.02 The principal/vice-principal will return to a teaching position with prior accumulated seniority as a teacher with as much seniority as allowed by the Education Act, Regulations and applicable collective agreements.

L4.0 Resolving Negotiation Impasses

- L4.01 It is of mutual interest to conduct discussion/negotiations in good faith and any changes to the terms and conditions would be of mutual agreement.
- L4.02 In the event of an impasse in negotiations with the Superintendent of Human Resources, or designate(s), and his/her committee, the LKOPC District Council may,
- Step 1 Request that the issue(s) in dispute be brought to the Executive Council meeting for a decision by senior Administration.
- Step 2 Failing a resolution at Step 1, the LKOPC District Council may request that the issue(s) be brought to the Trustees of the Board with presentation by the LKOPC representatives and/or representatives from the provincial OPC.
- Step 3 Failing a resolution at Step 2, and the parties remain at an impasse with regard to the negotiation of one or more contract terms, the Board and LKOPC shall participate in a mediation process until they reach a decision that is acceptable to both parties. The Board and LKOPC District Council shall mutually select an appropriate person with educational and/or industrial relations experience to conduct the mediation. The cost of the mediation will be shared equally by both parties.

L5.0 Dispute Resolution

- L5.01 In the event of a dispute concerning the interpretation, application or enforcement of these Terms and Conditions, the principal/vice-principal may seek resolution of the dispute through the following steps.
- Step 1 Appeal to the appropriate supervising superintendent for a decision.
- Step 2 Failing resolution at Step 1 the Principal or Vice-Principal can elect to meet with the appropriate superintendent and the Superintendent of Human Resources and an OPC Provincial and or local executive representative or representatives of their choice to attempt to find a suitable resolution.
- Step 3 Failing resolution at this step the area supervisory officer shall take the issue before the next Executive Council meeting who will make a decision on the issue. All documentation gathered during the investigation will be shared with Executive Council to assist them in making the best possible decision.
- Step 4 Failing resolution at this step, the principal or vice-principal can elect to meet with the Trustees Committee of the Board, the director or his/her designate and OPC Provincial and or local executive representative or representatives of

their choice to attempt to find a suitable resolution. Their written decision shall be received within 10 days following the presentation.

Step 5

- (a) Where the principal or vice-principal remains dissatisfied, and has the support of the LKOPC District Council in matters concerning the interpretation, application or enforcement of the Terms and Conditions (except termination), the District Council and Board shall participate in a mediation process until they reach a decision that is acceptable to both parties. The Board and LKOPC District Council shall mutually select an appropriate person with educational and/or industrial relations experience to conduct the mediation. The cost of the mediation will be shared equally by both parties.
- (b) In matters relating to the termination of employment of a principal or vice-principal, the principal or vice-principal at Step 5 may request the appointment of an arbitrator to determine whether he/she was wrongfully dismissed. A decision to proceed to arbitration is in lieu of a wrongful dismissal action in the courts, and it is understood and agreed that once an arbitrator has been appointed access to the courts is irrevocably forfeited. The arbitrator has the power to subpoena witnesses, to order production of evidence and may determine damages. The arbitrator's decision is final and binding.

L6.0 Indemnification

- L6.01 The Board agrees to indemnify the principal/vice-principal and former principal/vice-principal against all costs, charges and expenses, including legal fees and disbursements, actually and reasonably incurred by him/her in connection with the investigation, prosecution and resolution of any charge, claim, complaint, action or other legal proceeding ("the Proceeding") to which the principal/vice-principal is or may be a party by reason of being a principal and/or vice-principal, provided that the principal/vice-principal was acting within the scope and course of his/her employment during those events causing the Proceedings and further provided that in the case of a criminal Proceeding, the principal/vice-principal has reasonable grounds for believing that his/her conduct giving rise to the criminal Proceeding was lawful.
- L6.02 The principal/vice-principal shall have the right to retain his/her own legal counsel with respect to a Proceeding described in L6.01 above.
- L6.03 If the principal/vice-principal is the victim of a crime or a witness to a crime which arises during the course of, or as a result of his/her employment with the Board, the principal/vice-principal may, after first obtaining approval from the Board, retain a lawyer to advise and assist him/her and the Board shall pay for all legal fees and disbursements reasonably incurred in connection with the advice.

L7.0 Performance Appraisal

- L7.01 Regular performance appraisal of the principal/vice-principal will be conducted in accordance with Provincial Regulations and the Board's Policy, Regulations and Administrative Procedures on Performance Appraisal of Staff.

L8.0 Discipline, Demotion, and Termination

L8.01 A principal/vice-principal may be disciplined, demoted or terminated

- a) by Just Cause: For just cause, the Board may only discipline, demote or terminate, upon a decision by Executive Council, provided that the principal/vice-principal has been given due process and been given reasonable notice in writing by the Executive Council that such an action is being contemplated, together with reasons therefore. The principal or vice-principal that is the subject of such action will be provided an opportunity to make presentation to senior administration with representation, to the Executive Council prior to the final decision of the Executive Council.
- b) Termination of Employment
 - i. by mutual agreement between the parties;
 - ii. by the principal/vice-principal upon written notice to the Executive Council for termination in accordance with the acts and regulations. It is recognized that, wherever possible, termination occurs at the end of a term or semester.
 - iii. by the principal/vice-principal returning to teaching in accordance with Regulation or Article L3.0 Voluntary Return to Teaching.

L9.0 Transfers

L9.01 A principal/vice-principal may be transferred or reassigned to a different administrative position and/or school within the Board district at any time by mutual agreement.

L9.02 The Board may transfer a principal/vice-principal to a different administrative position and/or school on the following conditions:

- (a) The new position is commensurate with his/her qualifications, experience and abilities and every effort will be made to place and transfer Principals and Vice Principals, with due consideration to the Principals and Vice-Principals expressed needs, family circumstances, preferences and geographic location.
- (b) The new location is within 50 minutes travel time from the home of the principal/vice-principal, as long as said home is within the district of the Board. Should the home be outside of the district, due consideration will be given with regards to placement.
- (c) The transfer cannot result in a decrease in salary.
- (d) There has been consultation between senior administration and the principal/vice-principal within the current school year. Consultation could include, but not limited to:
 - a. A Succession Planning Form
 - b. Discussions with Area/Family of Schools Superintendent and/or Superintendent of Human Resources
- (e) The principal/vice-principal will be released from duty for up to two (2) working days, to allow for transition planning, should a transfer occur at any time other than for the first of September.

L9.03 The principal/vice-principal may at any time; request a transfer or reassignment to another position and/or school and the Board shall make every reasonable effort to

accommodate the request.

- L9.04 Unless otherwise agreed by the principal/vice-principal and the Board where a transfer or reassignment occurs under the Terms and Conditions of employment outlined in this document, the terms and conditions shall continue to apply to the new appointment.
- L9.06. A principal/vice-principal may be reassigned temporarily to a position of acting principal or vice-principal to replace the incumbent for the duration of a projected absence.
- L9.07 A principal/vice-principal may be temporarily transferred, with his or her consent, to other duties within the Board District at any time.
- L9.08 In either of the above circumstances, the principal/vice-principal shall be at his or her current rate of salary and benefits or at the new rate of salary and benefits, whichever is higher.

L10.0 Redundancy, Reassignment & Recall

Redundancy

- L10.01 In the event that a principal/vice-principal position ceases to exist due to any reason, the employee who had that position will be entitled to another comparable administrative position, with consideration for individuals affected and system needs.
- L10.02 During the time in any other assignment with the Board, the redundant person shall continue to receive compensation as though in the position from which the redundancy occurred.
- L10.03 Redundancy declarations and reassignments of redundant principals and vice-principals will be made in accordance with Regulations 90/98 made under the Education Act re: Principals and Vice-Principals: Redundancy and Reassignment, and in accordance with this provision.
- L10.04 Principals:
 1. Where there are more principals than there are available positions for principals, principal(s) shall be declared redundant in order of least senior in the position of principal so that the number of principals remaining equals the number of principal positions available.
 2. For the purposes of redundancy and recall, elementary and secondary principals will be placed in a single principal's pool.
 3. Seniority will be calculated on the length of service as a principal.
 4. In the event of a tie, seniority will then be calculated by the length of service as an administrator (principal/vice-principal), then total service with the Board, then Board plus predecessor Boards, then total time as an educator.
 5. A principal who is declared redundant shall be assigned, after consultation, to a position of vice-principal or to an assignment for which s/he is qualified but not to a position in a teacher bargaining unit, except with the consent of the principal.

6. Notwithstanding the provisions of any collective agreement related to teacher redundancies, a redundant principal shall not lose his/her employment with the Board due to redundancy.

L10.05 Vice-Principals:

1. Where there are more vice-principals than there are available positions for vice-principals, vice-principal(s) shall be declared redundant in order of least senior in the position of vice-principal so that the number of vice-principals remaining equals the number of vice-principal positions available.
2. For the purposes of redundancy and recall, elementary and secondary vice-principals will be placed in a single vice-principal's pool.
3. Seniority will be calculated on the length of service as a vice-principal.
4. In the event of a tie, seniority will then be calculated by the length of service as an administrator (principal/vice-principal), then total service with the Board, then Board plus predecessor Boards, then total time as an educator.
5. A vice-principal who is declared redundant shall be reassigned, after consultation, to a vacant teaching position, as regulated by the respective teacher collective agreements, or to an assignment for which s/he is qualified.
6. A redundant vice-principal who is placed in a teaching role will have his/her teaching and administrative experience recognized for salary and benefit purposes.
7. Notwithstanding the provisions of any collective agreement related to teacher redundancies, a redundant vice-principal shall not lose his/her employment with the Board due to redundancy.

- L10.06 During the time in any other assignment with the Board, the redundant person shall continue to receive compensation as though in the position from which the redundancy occurred.

Reassignment & Recall

- L10.07 Recall will be made on the basis of seniority from the respective pools with due consideration for qualifications, experience, family circumstances, preferences and geographic location.

- L10.08 When a redundant principal or vice-principal returns to his/her original position from a reassignment, the time spent in the reassigned position will count as seniority for all purposes.

L11.0 Professional Development

- L11.01 The Board recognizes the importance of the professional learning of its Principals and Vice-Principals and is committed to the maintenance and enhancement of professional learning for practicing Principals and Vice-Principals.
- L11.02 It is an expectation of the Board that a Principal/Vice-Principal is responsible for their own professional development and for keeping up to date on professional matters pertaining to their job.
- L11.03 In addition, the Board will provide professional development activities that it deems necessary for Principal/Vice-Principal and other staff to participate in for the benefit of the system and these will usually be at Board expense.
- L11.04 The LKDSB will reimburse 100% of fees for approved courses of study, conferences or workshops up to a maximum of \$1500 / per school year. Tuition, registration fees, and expenses associated with the courses of study, conferences, or workshops must be approved by Family of Schools Superintendent. Unspent balances in the Principal or Vice-Principal's professional development account will be allowed to accumulate up to a maximum of \$3,000 per Principal/Vice-Principal, and travel with the associated administrator should they change schools or assignments.

L12.0 Vacation

- L12.01 The principal/vice-principal will be on duty every day that the school is scheduled to be open and whatever other days are necessary to ensure the school is properly prepared to operate and to run in an efficient manner.
- L12.02 The supervising superintendent or Director of Education may require the principal/vice-principal to be on duty for scheduled meetings outside of regularly scheduled school days, during extended vacation periods, so long as these days are reasonable in number and lieu time is granted.

L13.0 Leaves of Absence

- L13.01 The principal/vice-principal may be absent from duty at his/her discretion and with the approval of the immediate supervisor for professional or personal reasons provided that he/she attends to duties during the school year as are necessary to ensure the effective and efficient operation of the school.
- L13.02 Leaves will be per the provisions listed below. To the extent necessary, relief from teaching responsibilities will be provided in accordance with the respective teacher collective agreements.

Paid Leaves of Absence

L13.03 Bereavement Leave

Leave will be granted without loss of pay up to the following levels:

- (a) five (5) days for the death of wife, husband, daughter, son, mother, father, sister, brother, guardian, or grandparent

- (b) three (3) days for the death of mother-in-law, father-in-law, son- or daughter-in-law, grandchild total dependent or lesser kin living with the principal/vice-principal
- (c) one (1) day to attend the funeral of a relative not listed or a close friend, etc.

L13.04 Family Care Leave

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 same-sex partner.

L13.05 Personal Medical Leave

Leave for up to three (3) days shall be granted to attend to serious, non-discretionary medical treatment(s) for the principal/vice-principal.

L13.06 Post-Secondary Examinations and Convocations

- (a) one (1) day leave will be granted to write a post-secondary or trades examination, or to attend convocation to receive a degree.

L13.07 Pregnancy/Parental Leave

Pregnancy/parental leaves will be in accordance with the Employment Standards Act (ESA). Upon return, the employee shall be guaranteed the same job and location if the job is available; otherwise, the employee's pre-leave salary will be maintained for a twelve (12) month period. Adoption Leaves and other ESA Leaves shall be granted in accordance with the ESA.

- a. A full-time and part-time Principal or Vice-Principal who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). Principals/Vice-Principals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position covered by another agreement are not entitled to the SEB plan described in this part.
- b. Full-time and part-time Principals and Vice-Principals not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c. Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay, the full eight (8) weeks of top up shall continue to be paid.
- d. Full-time and part-time Principals and Vice-Principals who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements of eligibility and providing acceptable medical verification is submitted.

L13.08 Jury Duty/Court Subpoenas

- (a) The Board will grant a leave of absence to an employee who serves as a juror or is subpoenaed to an appearance in court, and in which the employee has not personal involvement.

- (b) The Board will pay such employee his/her normal earnings, and the payment he/she receives for jury duty or as such a witness, excluding payment for travelling, meals or other expenses, will be submitted to the Board. The employee will present proof of service and the amount of payment received.

L13.09 Deferred Salary Leave

A deferred salary leave plan is in place in the Board. The principal/vice-principal will be entitled to participate in this plan on a 3 over 4, or a 4 over 5, or 5 over 6 year basis. (See Appendix 2: Deferred Salary Plan)

L13.10 Association Leave

The Board agrees that consideration will be given to granting a reasonable amount of leave time for the purpose of representation on the Provincial (OPC) or National Principals' Association. The Director approves leave time and the Director will keep the Board informed.

L13.11 Workplace Safety & Insurance

If a principal/vice-principal is unable to work because of an occupational accident or industrial disease, the Board will ensure that the principal/vice-principal does not suffer a net financial loss during the absence. This period of absence will not be deducted from accumulated sick leave. The top-up amount shall be paid for a maximum of four (4) years and six (6) months as per Central Letter of Agreement #1.

L13.12 Quarantine Leave

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

L13.13 Religious Holy Day

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

L13.14 Municipal Office Leave

Employees elected or appointed to councils, boards, commissions and/or committees or other such municipal organizations may be granted, with the approval of the Director of Education, annual leaves of absence up to a maximum of ten days with remuneration, less the daily cost of an occasional employee, to fulfill their commitments.

L13.15 Lieu Time

A request for Lieu time is made to the respective Principal by a Vice-Principal or to the respective Supervisory Officer by a Principal.

- (a) A vice-principal request for up to 1 day lieu time may be granted by the principal.
- (b) A principal request for up to 1 day lieu time may be granted by the respective supervisory officer.
- (c) A principal or vice-principal request for two (2) or more lieu days will be reviewed by Executive Council and the decision will be communicated to the principal/vice-principal by his/her supervisory officer.

L13.16 Discretionary Leave

A leave for up to five (5) days in addition to any paid leave(s) may be granted by the Director of Education or designate for extenuating circumstances.

Unpaid Leaves of Absence

L13.17 Public Office Leave (Municipal, Provincial or Federal)

- (a) A principal/vice-principal who is a candidate in a municipal, provincial or federal election will be granted a leave of absence.

- (b) A Principal/Vice-Principal elected to office requiring extended absences, such as members of the legislature or parliament, and for service with the Canadian Armed Forces shall be granted a leave of absence.

L13.18 Calculation of Deduction

- (a) A full day's pay deduction is calculated as Annual Salary divided by 194.

Extended Leave

L13.19 Upon written request, an extended leave of one (1) school year may be granted to a principal/vice-principal who has completed at least five (5) years of continuous employment as an administrator with the Board subject to the following provisions:

- a) The request must be received by April 8 of the year in which the leave is to begin;
- b) A qualified replacement acceptable to the Board is available;
- c) 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 these Terms and Conditions within the three (3) year period prior to application;
- d) Requests will be considered in order of receipt.

L13.20 If the principal/vice-principal 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 experience.

L13.21 The principal/vice-principal 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, should said position exist.

L13.22 Written acceptance or denial of the request with an explanation will be forwarded to the principal/vice-principal by May 15 in the school year that application is made.

L13.23 A principal/vice-principal on leave under this clause may request an extension of the leave for a maximum of one (1) year.

L13.24 A principal/vice-principal on leave will be allowed to participate in the Board's benefit plan at the Member's expense.

L14.0 Salary

- L14.01 The current salary rates in effect are found in Appendix 1
- L14.02 When promoted to a higher pay level the incumbent would be placed on the grid step producing a minimum of a two percent increase to the pre-promotion salary.
- L14.03 Should the education sector government funding and compensation process change significantly that would allow for local monetary bargaining, the parties will meet to consider the appropriate process including reference to relevant provincial compensation data with a view of aiming for a Job Rate at the provincial median. The Job Rate would then be utilized to calculate salaries as indicated in Appendix 3.

L15.0 Extra Degree Allowance

- L15.01 For persons already receiving an extra degree allowance under predecessor board agreements, the allowance(s) will continue at the rates below per year:

Date	
September 1, 2020	\$808
September 1, 2021	\$816
September 1, 2022	\$824

- L15.02 Any principal/vice-principal 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. A one-time payment will be provided upon completion of the degree, in accordance with the following:

Date	Master's Degree or Equivalent	Doctorate Degree
September 1, 2020	\$808	\$1,212
September 1, 2021	\$816	\$1,224
September 1, 2022	\$824	\$1,236

L16.0 Pay Period

- L16.01 The Board will pay principals/vice-principals on a bi-weekly basis over a 12-month time period commencing in September of 2017.

L17.0 Expenses

- L17.01 The Board shall reimburse the principal/vice-principal monthly, in respect of approved expenses necessarily incurred in the course of her/his duties on an accountable basis subject to such budget limitations approved annually by the Board.

L17.02 The principal/vice-principal will abide by the Board policies with respect to the usage of the Board assigned credit card. Documentation of expenses shall be submitted monthly.

L18.0 Access to Personnel File

L18.01 Upon request, Principals / Vice-Principals may view any materials placed in their personnel file under the supervision of Human Resources.

L18.02 A request can be made to discuss contents of personnel file with Superintendent of Human Resources.

Appendix 1: Salary Grid

Effective: September 1, 2020

Position	Years Experience		
	0	1	2
Secondary Principal	128,474	131,654	134,834
Elementary Principal	121,758	124,760	127,764
Secondary Vice-Principal	116,382	119,245	122,106
Elementary Vice-Principal	110,716	113,429	116,142

Effective: September 1, 2021

Position	Years Experience		
	0	1	2
Secondary Principal	129,759	132,971	136,182
Elementary Principal	122,976	126,008	129,042
Secondary Vice-Principal	117,546	120,437	123,327
Elementary Vice-Principal	111,823	114,563	117,303

Effective: September 1, 2022

Position	Years Experience		
	0	1	2
Secondary Principal	131,057	134,301	137,544
Elementary Principal	124,206	127,268	130,332
Secondary Vice-Principal	118,721	121,641	124,560
Elementary Vice-Principal	112,941	115,709	118,476

Appendix 2: Deferred Salary Leave

A2.01 Description:

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

- (a) three (3) years' salary over four (4) years; or
- (b) four (4) years' salary over five (5) years; or
- (c) five (5) years' salary over six (6) years.

A2.02 Qualifications:

Any employee having five (5) years' seniority with the Board is eligible to participate.

A2.03 Application:

- (a) An employee who intends to participate in the plan must apply in writing to the Manager of Human Resources on or before January 31.
- (b) The application form shall set out the period in which the Plan is to be effected and the school year in which the employee requests the leave.
- (c) Applications are to be processed in order of receipt by the Manager of Human Resources.
- (d) Written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the school year the application is made.
- (e) Approval of individual requests to participate in the plan shall be at the sole discretion of the Board.

A2.04 Payment Formula and Leave of Absence:

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

Salary and Allowances Paid During

<u>Term</u>	<u>Work Period</u>	<u>Leave Period</u>
Three (3) Years	66.667 %	33.333 % + interest
Four (4) Years	75.0 %	25.0 % + interest
Five (5) Years	80.0 %	20.0 % + interest
Six (6) Years	83.3%	16.7% + interest

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

- (i) During the leave year, the deposits made in (a) above, plus any additional interest earned, shall be paid to the employee.
 - (ii) The Leave of Absence shall be taken in the last year of the term selected.
- (b) The employee agrees that the salary for the actual period of leave shall be the total of the deposits made in (a) above.
 - (c) The Board's liability to the employee in the leave year shall be limited to the funds deducted and held in trust on deposit for the employee.

- (d) The Board agrees to pay the interest earned annually on the trust account at the end of each taxation year in accordance with current legislation.
- (e) On or before January 31 in the first year of participation and each year thereafter until and including the year following the leave of absence of each participating employee, he/she shall receive, from the Board, a statement of principal and interest standing to his or her credit, as recorded and reported by the Board's bank.
- (f) In the year of the leave of absence, the employee may elect to receive payment of the accumulated deferred salary as follows:
 - (i) by regular bi-weekly payments due on the same dates as provided for in this regulation.
 - (ii) While an employee is enrolled in the plan, and not on leave, any Group Insurance Plans tied to the salary level, shall, to the extent possible according to the insurance policies then in effect, be structured according to the salary the employee would have received had he/she not been enrolled in the plan.
 - (iii) An employee's Group Insurance Plans will be maintained by the Board during his/her leave of absence according to the terms and provision of insurance policies then in effect; however, the premium costs for all Group Insurance Plans shall be paid in advance, monthly, by the employee during the year of the leave. Any increases in premiums during the year of the leave of absence will also be paid by the employee upon receipt of notice from the Board. The Board will refund any decrease in premiums during the year of the leave of absence.
 - (iv) While on leave, any Group Insurance Plans tied to the salary level shall, according to the terms and provisions of the insurance policies then in effect, be structured according to the salary the employee would have received in the year prior to taking the leave had he/she not been enrolled in the plan.

A2.05 Further Provisions:

- (a)
 - (i) Sick leave credits will not accumulate during the year spent on leave
 - (ii) Seniority will continue to accumulate
 - (iii) Experience for purposes of salary increment will not accumulate for the period of the leave.
- (b)
 - (i) Laid off employees and those who are not eligible to return to the employ of the Board for one (1) full year after the year of their leave must withdraw from the Plan.
 - (ii) In such case, the employee shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.
 - (iii) Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (c) The Board will make pension deductions from payments to the participant in accordance with the appropriate pension act.
- (d) An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per (b) (ii).

- (e) Should an employee die while participating in the Plan, any monies accumulated, plus interest at the time of death, will be paid to the employee's estate, subject to the Board receiving the necessary clearances and proofs normally required for payment to estates.
- (f) All employees 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.

Appendix 3: System Coordinators

This appendix addresses Unique Terms and Conditions that are Applicable to System Coordinators Only

1. Principals or Vice-Principals appointed to a System Coordinator position after September 1, 2016 shall remain under the OPC Long Term Disability (LTD) plan. Any current System Coordinator who was covered by the Great West LTD plan (or successor plan) as of June 30, 2014 may remain with that plan or shift to the OPC Long Term Disability (LTD), however membership in one of the two plans is required.
2. The duties of each System Coordinator will be further defined by the respective posting.
3. System Coordinators at the conclusion of the term appointment, shall return to a school appointment as a principal, should she/he chose not to reapply for an additional term, or applied and was not the successful candidate.
4. System Coordinators are deemed twelve month employees with 35 vacation days per year. Vacation time may be arranged after consultation with his/her supervisor. For planning purposes, the following days are designated holidays:
 - i. New Year's Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Easter Monday
 - v. Victoria Day
 - vi. Canada Day
 - vii. Civic Holiday
 - viii. Labour Day
 - ix. Thanksgiving Day
 - x. Christmas Day
 - xi. Boxing Day
5. System Coordinators will be paid at the Secondary Principal rate.
6. Should the Education Act definition of a Principal change to permit the position of System Principal, the System Coordinators will be relabeled as System Principals.

Terms and Conditions Agreement

Between

The Lambton Kent District School Board

(hereinafter called the "Board")

And

The Lambton Kent Ontario Principals' Council

(hereinafter called LKOPC)

Representing

The Principals and Vice-Principals of District 10 of the Ontario Principals' Council

September 1, 2020 to August 31, 2023

Dated at Sarnia, Ontario this 1st day of September, 2022

For LKOPC

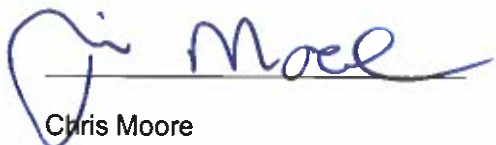
For the Lambton Kent District School Board




Greg Nemcek



Gary Girardi, Superintendent



Chris Moore



Doug Bestard, Human Resources Manager



Bernadette Bruette



Krystel Japp, Administrative Assistant



Eryn Smit