

SOURCE	Board		
EFF.	94	09	01
TERM.	95	08	31
No. OF EMPLOYEES	580		
NOMBRE D'EMPLOYÉS	580		

# COLLECTIVE AGREEMENT

SEPTEMBER 1, 1994 - AUGUST 31, 1995

**BETWEEN:**



*The Kent County  
Board of Education*

**AND:**

*The Ontario Public School  
Teachers' Federation  
&  
Kent County Women  
Teachers' Association*

DECEMBER, 1994

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TABLE OF CONTENTS

	<u>Page</u>
<b>Article I: PURPOSE AND SCOPE:</b> .....	1
1:01 Agreement and Conditions of Employment, Salaries, etc. ....	1
1:02 Terms Applicable to Branch Affiliate Members .....	1
<b>Article 11: RECOGNITION:</b> .....	1
2:01 Board Recognizes Branch Affiliate Negotiating Committee.....	1
2:02 (a) Board Recognizes Representation by Provincial Affiliates	1
2:02 (b) Branch Affiliates Recognize Board Right to Obtain Assistance .....	1
2:03 (a) Branch Affiliates Inform Board of Negotiating Committee Membership.....	2
2:03 (b) Board Informs Branch Affiliates of Negotiating Committee Membership .....	2
<b>Article III: MANAGEMENT RIGHTS:</b> .....	2
3:01 Right to Determine Quality of Teaching .....	2
3:02 Right to Establish Hours of School/School Year .....	2
3:03 Right to Plan/Control Staff/Program Allocation .....	2
3:04 Right to Discipline for Just Cause .....	2
<b>Article IV: AMENDMENTS:</b> .....	2
4:01 Amendments Made by Mutual Consent .....	2
4:02 Notification in Writing of Amendments to Agreement .....	3
<b>Article V: IMPLEMENTATION:</b> .....	3
5:01 Salaries, Benefits, Allowances .....	3
5:02 Newly Employed .....	3
5:03 (a) Qualifying for Salary Change .....	3
(b) Category Change .....	3
(i) Notice Received Prior to December 31 .....	3
(ii) Notice Received December 31 to June 15 .....	3
5:04 (i) Part-time Teachers Paid on Pro-Rated Basis.....	4
(ii) Part-Time Teachers Have Pro-Rated Sick Leave Days ....	4
(iii) Part-Time Teacher Participate in Benefit/Allowances on Pro-Rated Basis .....	4
(iv) Part-Time Teacher Applies for Full-Time Assignment ...	4
5:05 New Position Salary .....	4
5:06 Copies of Applications, Acceptances .....	4
<b>Article VI: CATEGORY DEFINITIONS:</b> .....	4
6:01 Clarification of E.T.C. or T.C. ....	4
6:02 Seminars, Short Courses .....	5
6:03 Category Definitions .....	5
6:04 Special Exceptions and Conditions .....	9
(a) Staff Placed on Schedule Based on Category Definitions ...	9
(b) Status of Degrees .....	9
(c) Length of University Courses .....	9
6:05 Pay Equity Adjustments .....	9
(a) Category A .....	9
(b) Experience Beyond 10-Year Category A .....	9
(c) New Teacher Placement in Category A .....	10

Page

**Article VII: CONTRACTS:** ..... 10

7:01 Defined ..... 10

7:02 Effective Dates ..... 11

7:03 Probation Effect on Salary ..... 11

**Article VIII:**

8:01 (a) (iii) Basic Salary Grid (September 1, 1992) ..... 11

(iv) Cost of Living Allowance ..... 12

(b) Salary Guideline ..... 12

8:02 Experience Allowance Schedule ..... 12

8:03 Effective Date - Grid Advancement ..... 12

8:04 (a) Advancement on Grid ..... 12

(b) Withholding of Advancement ..... 13

**Article IX: ADDITIONAL ALLOWANCES:** ..... 13

9:01 Post Graduate Degrees ..... 13

(a) Master's Degree Allowance ..... 13

(b) Doctorate Degree Allowance ..... 13

(c) Allowance for One Master's/Doctorate Degree ..... 13

9:02 Car Allowance ..... 13

9:03 Relocation Allowance ..... 13

**Article X: METHOD OF PAYMENT:** ..... 14

10:01 Total Payment Dates ..... 14

10:02 Leaving the Employ ..... 14

10:03 (a) O.T.F. Deductions ..... 14

(b) Deduction of Federation Fees ..... 14

**Article XI: EMPLOYEE BENEFIT POOL:** ..... 15

11:01 (a) Participation Compulsory and Exceptions ..... 15

(b) O.H.I.P. .... 15

(c) Major Medical ..... 15

(d) Group Life Insurance Plan ..... 15

(e) Accidental Death and Dismemberment ..... 15

(f) Dental Care Plan ..... 15

(g) Vision Care Plan ..... 15

(h) Hearing Care Plan ..... 15

11:02 Board Contributions to Employee Benefit Pool ..... 15

11:03 Teacher Contributions to Employee Benefit Pool ..... 16

11:04 (a) Semi-Private Hospital Plan ..... 16

(b) Optional Group Life Insurance ..... 16

11:05 Workmen's Compensation Board ..... 16

(a) Payment Remitted to Board ..... 16

(b) Teacher Receives Full Pay ..... 16

(c) No Loss of Sick Leave Credits ..... 16

11:06 Leave of Absence Participation in Benefits ..... 16

11:07 Retirement Before Age Sixty-Five (Superannuation) ..... 16

	Page
<b>Article XII: CUMULATIVE SICK LEAVE:</b> .....	16
12:01 (a) Eligibility .....	16
(b) Entitlement of 20 Days/Year .....	17
(c) Statutory Sick Leave Pro-Rated .....	17
(d) Use of Cumulative Sick Leave .....	17
(e) Unused Portion Transferred as Cumulative Sick Leave Credit .....	17
(f) Accumulation .....	17
(g) Five Days' Consecutive Absence .....	17
(h) Statement of Sick Leave Credit .....	17
(i) Transfer of Sick Leave Credits .....	17
(j) Changes or Disputes .....	17
12:02 Sick Leave Gratuity .....	17
(a) Calculated When Teacher Retires .....	17
(b) Maximum Amount of Gratuity .....	17
(c) Calculation Formula .....	18
(d) (i) Gratuity Paid in Lump Sum/Request in Writing .....	18
(ii) No Request for Lump Sum Payment .....	18
(e) Deferral of Ontario Teachers' Pension .....	18
(f) Death Before Retirement .....	18
<b>Article XIII: LEAVE OF ABSENCE:</b> .....	18
13:01 (a) Request Procedures .....	18
(b) Deductions From Sick Leave .....	19
13:02 Compassionate Leave .....	
(a) Immediate Family .....	19
(b) In-Law, Dependent, Same Abode .....	19
(c) Funeral of Other Relative .....	19
(d) One Day Leave .....	19
(e) Birth of One's Child .....	19
13:03 Extenuating Circumstances .....	19
13:04 Examinations .....	19
(a) One Day Leave .....	19
13:05 University Convocation .....	19
(a) One Day Leave to Attend Own Convocation .....	19
(b) One Day Leave to Attend Convocation of Other(s) .....	19
13:06 Pregnancy and/or Parental Leaves .....	20
(a) Employment Standards Act .....	20
(b) Extended Pregnancy Leave .....	20
(i) Term of Extended Pregnancy Leave .....	20
(ii) Definition of School Year/ Maximum Leave .....	20
(iii) Benefits and Cost Sharing .....	20
(iv) Resumption of Duties .....	20
(v) Return to Duty .....	20
(a) Return to Same Position/Level of Responsibility .....	20
(b) Retain Benefits .....	20
(c) Placement on Salary Schedule .....	20
(vi) Shortening or Lengthening Leave .....	21
(vii) Best Interest in Taking Leave .....	21
(viii) Leave of Three Terms or Less .....	21

13:07	Adoptive Leave .....	21
	(a) As Per Employment Standards Act .....	21
	(b) One Day Related to Arrival .....	21
13:08	Miscellaneous Leave .....	21
13:09	Federation Leave: .....	21
	(a) F.W.T.A.O. and O.P.S.T.F. ....	22
	(i) Maximum of Fifty Days .....	22
	(ii) Half-Time/Full-Time Release .....	22
	(b) Reimbursement to Board - Salary and Benefits .....	22
	(c) Chief Negotiator .....	22
	(d) Negotiating Committee .....	22
	(e) Provincial Director .....	22
	(f) Kent County Affiliate Business .....	22
13:10	Personal Leaves: .....	23
	(a) Subpoenaed Witness .....	23
	(b) Attendance in Court .....	23
	(c) (i) Personal Day/Written Request .....	23
	(ii) Accumulation of Personal Leaves .....	23
	(d) Acts of Nature .....	23
	(e) Extended Leaves .....	23
	(i) One School Year .....	23
	(1) Request by April 8 .....	24
	(2) Qualified Replacement .....	24
	(3) Without Pay .....	24
	(4) Prior Leave .....	24
	(ii) Extension of Leave .....	24
	(iii) Benefits Participation .....	24
	(iv) Requests Considered in Order of Receipt .....	24
	(v) Return to Duties .....	24
	(vi) Denial of Leave .....	24
13:11	Deferred Salary Leave Plan .....	24
	(a) Description .....	24
	(b) Qualifications .....	25
	(c) Application .....	25
	(i) Written Application Prior to January 31 .....	25
	(ii) Set Out Five Year Period .....	25
	(iii) Applications Considered in Order of Receipt .....	25
	(iv) Written Acceptance/Denial by April 1 .....	25
	(v) Approval/Denial Not Matter for Arbitration .....	25
	(d) Terms of Reference .....	25
	(i) Signed Contract .....	25
	(ii) Conditions of Contract .....	25
	(iii) Return to Duties .....	26
	(iv) Placement on Salary Grid Upon Return to Duties .....	26
	(v) Seniority While on Leave .....	26
	(vi) Sick Leave Credits .....	26
	(vii) Pension Deductions .....	26
	(viii) Withdrawal From Plan Prior to March 1 .....	26
	(ix) Suitable Replacement for Teacher Granted Leave .....	26
	(x) Deferral of Leave .....	27
	(xi) Death During Participation in Plan .....	27

	Page
13:11 (e) Payment Formula .....	27
(i) First Four Years of Plan .....	27
(ii) Fifth Year of Plan .....	27
(iii) Leave Taken in Fifth Year of Plan .....	27
<b>Article XIV: PROMOTIONS:</b> .....	27
14:01 (a) Within Kent County .....	27
(b) Outside Kent County .....	27
<b>Article XV: EDUCATIONAL LEAVE FUND:</b> .....	28
15:01 (a) Administration of Fund .....	28
(b) Board Contribution .....	28
15:01 (c) E.L.F. Guidelines .....	28
1. Establishment of Fund .....	28
2. Branch Affiliates' E.L.F. Committee .....	28
3. Available to Teaching Staff .....	28
4. Ineligibility to Participate .....	28
5. Use of Fund .....	28
6. Courses Requested by Board .....	28
7. Approval of Requests for Leave .....	28
8. E.L.F. Fund Forwarded to Treasurer of E.L.F. ....	29
9. Funds Not Disbursed Returned to Board .....	29
10. Principals' Responsibilities .....	29
11. Cost of Occasional Teachers .....	29
12. Reporting Use of Occasional Teachers .....	29
13. Board to Invoice for Occasional Teachers .....	29
14. Branch Affiliates to Reimburse for Occasional Teachers .....	29
15. Annual Interim Statement of Financial Status .....	29
16. Audited Statement at August 31 .....	29
17. Year-End Report Submitted to Board .....	29
<b>Article XVI: RETIREMENT POLICY:</b> .....	29
<b>Article XVII: POSITIONS OF RESPONSIBILITY AND ALLOWANCES:</b> .....	30
17:01 (a) Appointments .....	30
(b) Recommendation .....	30
(c) Relieving Teacher From Position of Responsibility .....	30
(d) Termination With Two Plus Years .....	30
(e) Notification .....	30
(f) Salary Protection .....	30
17:02 (a) A Principal Appointment .....	30
(b) A Vice-principal Appointment .....	31
(c) (i) Teacher to Act in Principal's Absence .....	31
(ii) Restrictions to Appointment(s) .....	31
(iii) Rates of Pay .....	32
17:03 Principal's Grid .....	32
17:04 Vice-Principal's Allowance .....	32
17:05 Administrative Time Allowance .....	32

17:05 (a) Administrative Time Factors .....	32
(i) Enrolment .....	32
(ii) Programs to Receive Factor .....	33
(iii) Program Scale .....	33
(b) Administrative Time Formula .....	33
(c) SWRC/HAT Unit .....	33
17:06 (a) Coordinator/Supervisor Term Appointments & Renewal.....	33
(b) Responsibility Allowance.....	34
<b>Article XVIII: GRIEVANCE PROCEDURE:</b> .....	34
18:01 Purpose of Article .....	34
18:02 (a) Grievance Defined .....	34
(b) Teacher Grievance .....	34
(c) Policy Grievance .....	34
(d) Policy Grievance Defined .....	34
(e) Probationary Teacher .....	34
18:03 Informal Procedure .....	34
18:04 - 18:09 Formal Procedures .....	35
18:10 Branch Affiliates Grievance .....	36
18:11 Withdrawn/Extended .....	36
18:12 Reasons for Denial .....	36
<b>Article XIX: STRIKE OR LOCK-OUT:</b> .....	36
19:01 No Strike or Lock-Out .....	36
<b>Article XX: TEACHER-BOARD RELATIONS COMMITTEE:</b> .....	36
20:01 Structure .....	36
20:02 Meetings and Reports .....	37
(i) Initial Meeting/Report .....	37
(ii) Examine Staffing .....	37
20:03 Terms of Reference .....	37
<b>Article XXI: CONDITIONS OF WORK:</b> .....	37
21:01 Effective September 1, 1991 and September 1, 1992 .....	37
21:02 Supervision Duties .....	38
21:03 (i) Preparation Time .....	38
(ii) Instruction Time .....	38
21:04 Lunch Period .....	38
<b>Article XXII: SURPLUS AND REDUNDANCY:</b> .....	38
22:01 General Statement .....	38
22:02 Surplus Staff Defined .....	38
22:03 Redundant Staff Defined .....	38
22:04 Qualifications .....	38
22:05 Seniority .....	39
22:06 Purpose of Seniority List .....	39
22:07 Effective Contract Date .....	39

(g) Teaching Experience in Ontario Secondary System .....	39
(h) Teaching Experience in Canada .....	40
(i) Teaching Experience Outside Canada .....	40
22:09 Ranking of Seniority .....	40
22:10 Same Contract Date .....	40
(a) Teaching Experience in Board Elementary Schools .....	40
(b) Teaching Experience in Ontario Elementary Schools .....	40
(c) Teaching Experience in Board Secondary Schools .....	40
(d) Teaching Experience in Ontario Secondary Schools .....	40
(e) Teaching Experience in Canada .....	40
(f) Teaching Experience Outside Canada .....	40
22:11 Preparation, Maintenance, Distribution of Seniority List .....	40
22:12 Board Assistance .....	41
22:13 Not Required .....	41
22:14 Addition, Deletion of Names .....	41
22:15 Revised Seniority List .....	41
22:16 Dates of Publication .....	41
22:17 Board Obligations .....	41

Determination of **Surplus Staff Positions:**

22:18 School Program/Complement .....	41
22:19 Principal's Criteria .....	41
(a) Program Needs .....	41
(b) Qualifications .....	41
(c) Seniority List .....	41
22:20 Dates of Notification .....	42
22:21 Seniority Privileges .....	42
22:22 Transfer .....	42
22:23 New Assignment Responsibilities .....	42
22:24 Options of Surplus .....	42
(a) Teacher Re-Assigned .....	42
(b) Teacher Decision to Remain or Transfer .....	42
22:25 (a) Surplus Teacher Refuse New Assignment .....	42
(b) Placement on Teachers' Recall List .....	42

Posting of Elementary School Teaching Vacancies:



	Page
<b>Procedure for Recall of a Redundant Teacher:</b>	
22:33 Placement on Redundant List .....	43
22:34 (a) Position Offered to Senior Qualified Teacher .....	44
(b) Notice of Intent to Become Qualified .....	44
22:35 Supply Teaching .....	44
22:36 No Termination .....	44
22:37 Compliance .....	44
(i) Name Remain on List .....	44
(ii) Location to be Contacted .....	44
(iii) Change Type of Vacancy .....	44
22:38 Teacher Name Deletion .....	44
(i) Re-Hired by Board .....	44
(ii) Hired by Another Board .....	44
(iii) Teacher Refusal to Accept Position .....	45
22:39 (a) Board Obligation to Teacher .....	45
(b) Teacher Notification in Writing .....	45
22:40 Employment of Three Unplaced Teachers .....	45
<b>Article XXIII: DURATION AND RENEWAL:</b> .....	45
23:01 Effective Date .....	45
<b>Article XXIV: CONTINUING EDUCATION:</b> .....	45
24:00 Article Specific to Continuing Education Teachers .....	45
24:01 Need for Continuing Education Teachers .....	45
24:02 Right of FWTAO and OPSTF to Represent .....	46
24:03 Right of Board to Manage Continuing Education Programs .....	46
24:04 Definition of Continuing Education Programs .....	46
24:05 Additional Continuing Education Courses/Classes .....	46
24:06 Rates of Pay .....	46
Letter of Understanding .....	47
<b>Appendix I - The Employment Standards Act - Pregnancy and Parental Leave</b> .....	51

THIS COLLECTIVE AGREEMENT dated this 8th day of November, 1994.

BETWEEN:

THE KENT COUNTY BOARD OF EDUCATION,  
(hereinafter referred to as "The Board")

as the Party of the First Part;

- and -

THE MEMBERS OF THE KENT COUNTY WOMEN TEACHERS' ASSOCIATION  
AND THE ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION employed  
by the Board,  
(hereinafter referred to as "The Branch Affiliates")

as the Party of the Second Part.

## ARTICLE I

### PURPOSE AND SCOPE:

1:01 **It is** the purpose of the Parties to set forth in this Collective Agreement certain of the conditions of employment together with the salaries, benefits and the allowances which govern the teachers who come within the scope of this Collective Agreement. Except for error, inadvertence or omissions **it** shall form the basis of computing all salaries and other conditions defined herein.

1:02 During the currency of this Collective Agreement, its terms shall be applicable to all teachers who are members of the Branch Affiliates employed by The Kent County Board of Education.

## ARTICLE II

### RECOGNITION:

2:01 The Board recognizes the Negotiating Committee of the Branch Affiliates as the regular and official Committee competent to represent The Branch Affiliates employed by the Board and to negotiate on their behalf,

2:02 (a) The Board also recognizes the right of the Branch Affiliates to appoint and authorize the Provincial Affiliates to represent the said teachers and to negotiate on their behalf, or to obtain assistance from one or more advisors, agents, counsels or solicitors.

(b) The Branch Affiliates recognize the right of the Board to obtain assistance from advisers, agents, counsels and solicitors.

ARTICLE II (cont'd.)

- :03 (a) The Branch Affiliates undertake to inform the Board in writing of the names of the members of the Negotiating Committee who may be elected or appointed from time to time, and to inform the Board in writing whenever the Provincial Affiliates have been authorized to represent the said teachers or to negotiate on their behalf.
- (b) The Board undertakes to inform the Branch Affiliates in writing of the names of the members of the Negotiating Committee who may be elected or appointed from time to time, and to inform the Branch Affiliates in writing whenever an outside agency has been authorized to represent the Board or to negotiate on behalf of the Board.

ARTICLE III

MANAGEMENT RIGHTS :

The Branch Affiliates recognize that it is the sole and exclusive right of the Board to manage the affairs of the Board and without limiting the foregoing:

- :01 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Elementary School system;
- :02 to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations pertaining to Education in the Province of Ontario;
- :03 to plan and control the number of teachers to be employed, the number of students to be allocated to a program and the class size subject to the provisions outlined in 21:01;
- :04 to demote, suspend, discharge or otherwise discipline teachers, for just cause, subject only to the provisions of this agreement expressly governing the exercise of these rights and further. a claim that a permanent contract teacher has been discharged without just cause shall be treated as a grievance if she/he has not been granted a Board of Reference in accordance with the provisions of the Education Act, and further, a probationary teacher shall not have access to the provisions of Article 18 in the event of discharge.

ARTICLE IV

AMENDMENTS :

- :01 Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Collective Agreement.

ARTICLE IV (Cont'd.)

4:02 Either party wishing to amend this Agreement shall notify the other party in writing to this effect. The other party shall acknowledge such notice in writing and, if mutually agreeable, the two parties shall meet within thirty (30) days to consider the proposed amendment. Any amendment to the Agreement in force must be made by May 31 of the current school year.

IMPLEMENTATION :

ARTICLE V

5:01 It is understood that the salaries, benefits and allowances paid to the teachers covered by this agreement, or on their behalf, shall be the salaries, benefits and allowances set out in the appropriate schedules of this Collective Agreement.

5:02 Each teacher newly employed shall be paid the same salary as a member of the incumbent staff having the same or equal qualifications, experience and responsibility.

5:03 (a) A teacher who qualifies for a change in salary by reasons of improved qualifications shall receive the appropriate differential amount in addition to the grid advancement where applicable.

(b) Where the teacher qualifies for a Category change, the teacher shall give notice in writing to the Board with appropriate documentation when available.

(i) If the notice, with appropriate documentation is received prior to December 31, the payment shall be retroactive to September 1 if the qualifications are completed prior to September 1. If the qualifications are completed after September 1, the payment shall be retroactive to the date of completion of the qualifications.

(ii) If the notice, with appropriate documentation is received subsequent to December 31, and prior to June 15, the payment shall be retroactive to January 1 if the qualifications are completed prior to January 1. If the qualifications are completed after January 1, the payment shall be retroactive to the date of completion of the qualifications.

Completion of the qualifications is deemed to be the date when the last course(s) was/were completed which date is to be certified by the course instructor.

ARTICLE V (Cont'd.)

- :04 <sup>N/S</sup> (i) Part-time teachers shall be paid on a salary pro-rated on the salary grid according to qualifications and experience.
- <sup>N/S</sup> (ii) Part-time teachers shall have statutory sick leave days pro-rated for the school year and shall be allowed to accumulate them.
- <sup>N/S</sup> (iii) Part-time teachers shall be allowed to participate on a pro-rata basis, in all fringe benefits and other allowances covered by this Collective Agreement.
- (iv) A part-time teacher who wishes to teach full-time, shall apply in writing for a full-time assignment by Apr 18 for the following school year. The request will be granted subject to the provisions of Article 22.
- :05 Although the Board has the right to create or designate a new position to be filled by a teacher, it is agreed that the salary schedule for such a position shall be arrived at by joint negotiations with the Branch Affiliates before the salary is finalized and the Agreement shall be amended to incorporate the agreed upon changes.
- :06 Copies of Teacher Application forms and Acceptance of Position forms for all teachers who are subject to this Collective Agreement shall be accessible to the Presidents of the Branch Affiliates.

ARTICLE VI

CATEGORY DEFINITIONS:

- :01 For the purpose of placement on the salary schedule, the term "Elementary Teacher's Certificate" or "Teacher's Certificate" shall include:
- (a) Elementary School Teacher's Certificate, Standards One, Two, Three or Four;
  - (b) High School Assistant's Certificate;
  - (c) First Class Certificate;
  - (d) Kindergarten Primary Certificates (1939) or Kindergarten Directress Certificate (1929);
  - (e) Vocal Music B Supervisor's Certificate;
  - (f) Instrumental Music Specialist Certificate;

ARTICLE VI (cont'd.)

- 5:01 (g) Teaching of Trainable Retarded Children Elementary Certificate:
- (h) Temporary Certificate as Teacher of French in Elementary Schools;
- (i) A Letter of Standing or Letter of Permission issued by the Ministry of Education,
- 5:02 One hundred twenty-five (125) hours of seminar work or short courses taken under the auspices of an accredited University shall be considered the equivalent of one (1) Ministry of Education course.

5:03 CATEGORY DEFINITIONS:

Category One:

- (a) Elementary School Teacher's Certificate, or its equivalent:  
- or -
- (b) Qualifications less than those required for placement in Category Two.

Category Two:

- (a) Any combination of five (5) Ministry of Education or University courses PLUS a Teacher's Certificate;  
- or -
- (b) A.R.C.T. or A.T.C.M. PLUS a Teacher's Certificate;  
- or -
- (c) Second Year Normal School (1931-34);  
- or -
- (d) Elementary School Teacher's Certificate, Standard Two;  
- or -
- (e) Primary Specialist (non-degree two (2) year course).

Category Three:

- (a) Any combination of ten (10) Ministry of Education or University courses PLUS a Teacher's Certificate:  
- or -
- (b) Elementary School Teacher's Certificate, Standard Three;  
- or -
- (c) Association of the College of Art (a four (4) year Diploma Course):  
- or -

ARTICLE VI (Cont'd.)

:03 Category Three: (Cont'd.)

- (d) Any combination of five (5) Ministry of Education or University courses PLUS a Teacher's certificate PLUS one of the following:
  - (i) A.R.C.T. or A.T.C.M.;
  - (ii) Second Year Normal School 1931-34;
  - (iii) Primary Specialist's (non-degree two (2) year course).

Category Four:

- (a) Bachelor of Arts Degree or its equivalent PLUS a Teacher's Certificate:
  - or -
- (b) Elementary School Teacher's Certificate, Standard Four:
  - or -
- (c) High School Assistant's Certificate, Type "B";
  - or -
- (d) Bachelor of Arts Degree PLUS Primary Specialist's Certificate;
- (e) Intermediate Home Economics Certificate--only a certificate received prior to September, 1971 will be eligible in this area and the teacher having the certificate must be teaching at least forty per cent (40%) of the time in Home Economics in order to be paid Category Four;
- (f) Intermediate Industrial Arts Certificate--only a certificate received prior to September, 1971 will be eligible in this area and the teacher having the certificate must be teaching at least forty per cent (40%) of the time in Industrial Arts in order to be paid Category Four;
- (g) A teacher possessing an Intermediate Home Economics Certificate or an Intermediate Industrial Arts Certificate **and** not teaching in that area at least forty per cent (40%) of the time, would have these two certificates evaluated in the following way:
  - (i) The Intermediate Home Economics Certificate will be given the equivalent of five (5) courses;
  - (ii) The Intermediate Industrial Arts Certificate will be given the equivalent of ten (10) courses.

ARTICLE VI (Cont'd.)

5:03

Category Five:

- (a) A Bachelor of Arts Degree or its equivalent PLUS a Teacher's Certificate PLUS any combination of five (5) Ministry of Education or University courses;  
- or -
- (b) Primary Specialist Certificate (two (2) years of teacher training) PLUS a Bachelor of Arts Degree:
- (c) High School Assistant's Certificate Type "B" endorsed certificate or its equivalent (a "B" average or sixty-six per cent (66%) average, whichever is higher in five (5) courses of one subject area):
- (d) An E.S.T. 4 PLUS an Intermediate Home Economics Certificate.

Category Six:

- (a) A Bachelor of Arts Degree (Honours) with 1st or 2nd Class Standing PLUS an Elementary School Teacher's Certificate, Standard Four:
- (b) Category Five as outlined above PLUS one of:
  - (i) Five (5) additional approved University courses (a "B" average or sixty-six per cent (66%) average, whichever is higher);
  - (ii) Five (5) additional Ministry of Education courses;
  - (iii) Any combination of (i) and (ii) to a total of five (5) courses;
  - (iv) Approved Bachelor of Library Science Degree (Second Class or "B" Standing);
  - (v) A.R.C.T., A.T.C.M. Diploma or approved equivalent;
  - (vi) Diploma from the Institute of Child Study (One Year, Second Class or "B" Standing);
  - (vii) Diploma from the Institute of Child Study (Two Year);
  - (viii) Approved Bachelor of Physical Education or Bachelor of Physical and Health Education Degree (a "B" average or sixty-six per cent (66%) average, whichever is higher);



ARTICLE VI (Cont'd.)

1:03 Category Six: (Cont'd.)

- (c) Category Four as outlined above PLUS one of:
  - (i) O.A.C.A. Diploma:
  - (ii) Diploma from the Institute of Child Study (Two Year, Second Class or "B" Standing):
- (d) Basic Ontario Teaching Certificate with approved Bachelor's Degree PLUS approved M. Ed. Degree:
- (e) An Interim or Permanent E.S.T. Standard Four or an Interim H.S.A. Type B or a Permanent H.S.A. Certificate PLUS an Intermediate Certificate in Industrial Arts.

Category Seven:

Category Six as outlined above PLUS one of:

- (a)
  - (i) Five (5) additional approved University courses (a "B" average or sixty-six per cent (66%), whichever is higher);
  - (ii) Five (5) additional Ministry of Education courses;
  - (iii) Any combination of (i) and (ii) to a total of five (5) courses;
  - (iv) M. Ed. Degree.
- (b) Category Six with Advanced Academic Accreditation."

\*Advanced Academic Accreditation: University transcript or transcripts listing Degree credit courses beyond Grade 13, including at least sixty (60) credits or twenty (20) full courses of which forty-five (45) credits or fifteen (15) full courses shall average Second Class Standing or sixty-six per cent (66%), whichever is higher. Concentration of fifteen (15) credits in a single specified academic subject area or twenty-four (24) credits in two (2) specified academic subject areas, twelve (12) credits in each area (Second Class average) shall be included in the forty-five (45) credits (Second Class average).

ARTICLE VI (cont'd.)

6:03 Category Seven (Cont'd.)

NOTE:

1. If a teacher is using Ontario Ministry of Education courses to advance in Categories beyond Category 4, he/she may use a maximum of eight (8) such courses in progressing from Category 4 to Category 6 and/or Category 7.
2. If a teacher uses more than five (5) Ministry of Education courses, three (3) in one certification area, or two (2) courses in each of two (2) certification areas must be completed.
3. University courses for placement in Category 6 and Category 7 must be beyond first year level.

6:04 Special Exceptions and Conditions:

- (a) All staff members covered by this Collective Agreement will be placed on schedule according to the Category definitions outlined in Article 6:03.
- (b) Degrees referred to are those obtained from an Ontario University. The status of all other Degrees will be given commensurate recognition as determined by The Kent County Board of Education.
- (c) University courses, where referred to, shall be full year (or two (2) half year) University courses being roughly equivalent to one-fifth (1/5) of an intra-mural year's work at a University.

6:05 Pay Equity Adjustments

Pursuant to the terms of the Pay Equity Plan between the Board and the Branch Affiliates:

- (a) Categories 1, 2 and 3 in the Basic Salary Grids (Article 8:01 (a)) have been eliminated and replaced by Category A;
- (b) Teachers have been moved to their actual experience step in Category A, but have not, and shall not, move beyond the 10-year experience step of Category A, except as follows:
  - (i) A teacher who has, under the terms of this Agreement, qualified to move to Category 4, 5, 6 or 7, shall do so,  
or

ARTICLE VI (Cont'd.)

6:05

Pay Equity Adjustments

- (b) (ii) A teacher who has successfully completed the course requirements listed in (b) (ii) (1), (2) or (3) below shall move to the 11-year experience step of Category A on September 1st or January 1st, provided course requirements are completed prior to September 1st or January 1st respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for the teacher's category ranking or other salary purposes under the terms of this Agreement. Movement shall take place as follows:
- (1) in the case of a teacher qualified in accordance with this Agreement to be placed in Category 3, five (5) acceptable courses, at least four (4) of which must have been completed since January 1, 1990;
  - (2) in the case of a teacher qualified in accordance with this Agreement to be placed in Category 2, seven (7) acceptable courses, at least five (5) of which must have been completed since January 1, 1990;
  - (3) in the case of a teacher qualified in accordance with this Agreement to be placed in Category 1, nine (9) acceptable courses, at least six (6) of which must have been completed since January 1, 1990.

Acceptable courses shall be defined as University courses, Ontario Ministry of Education courses, certificates or diplomas used for Category placement under the terms of this Agreement.

- (c) A new teacher who would have been placed in former Category 1, 2 or 3 prior to the execution of the Pay Equity Plan, shall be placed at the teacher's actual experience step in Category A, but shall not move beyond the 10-year experience step of Category A except as outlined in 6:05 (b) (ii).

ARTICLE VII

CONTRACTS

6:01

Probationary and Permanent Contracts shall be as defined in the Education Act, 1990.

ARTICLE VII (Cont'd.)

7:02 Permanent Contracts will normally become effective September 1 following satisfactory completion of the period of probation. In the case of teachers hired on January 1, the contract shall be effective on the appropriate January 1 following satisfactory completion of the period of probation.

7:03 Any period of service on probation shall not prevent, cancel, or retard increases in salary, as provided in the salary schedule.

ARTICLE VIII

The minimum basic salary for teachers shall be according to the following grids in respect to qualifications and experience.

8:01 (a)

(iii) Effective September 1/92

*SDIA*  
/

Yrs. Exp. Sept. 1/92	C A T E G O R Y				
	A	4-A1	5-A2	6-A3	7-A4
0	27,689	30,771	32,551	34,670	36,608
1	29,720	32,906	34,834	37,103	39,240
2	31,748	<u>35,041</u> <b>BR</b>	37,116	39,535	41,873
3	33,776	37,176	39,400	41,967	44,507
4	35,806	39,311	41,683	44,400	47,139
5	37,835	41,446	43,966	46,833	49,772
6	39,865	43,581	46,250	49,264	52,406
7	41,892	45,716	48,532	51,697	55,037
8	43,921	47,851	50,816	54,130	57,670
9	45,951	49,985	53,099	56,563	60,304
10	48,532	52,120	55,383	58,995	62,936
11	52,120			61,428	65,570

**ARTICLE VIII** (cont'd.)

8:01 (a)

(iv) **Cost of Living Allowance**

$\frac{1}{2} / m$  If C.P.I. average for July, 1992 exceeds July, 1991 by more than 5.0%, the Basic Salary Grid (8:01 (a) (iii), Principals' Grid (17:03 (iii)) and Allowances (17:04 (iii), 17:06 (iii)) all effective September, 1992 shall be increased accordingly, by applying the following C.O.L.A. factor:

$$\text{C.O.L.A. Factor} = \frac{\text{C.P.I. Canada July, 1992}}{\text{C.P.I. Canada July, 1991}} \text{ minus } .045$$

- where
- (i) C.P.I. Average is one-half of the sum of the national index for Canada and the index for Ontario using scale 1986 = 100
  - (ii) C.P.I. Average for July, 1991 is  $\frac{126.8 + 128.6}{2} = 127.7$
  - (iii) C.O.L.A. factor, correct to 4 decimal places, shall not exceed 1.0150.

8:01 (b) In no case shall the basic salary paid including any allowance outlined in 8:02, exceed the maximum salaries set out in the Basic Salary Grid.

8:02 **Experience Allowance Schedule:**

Previous Elementary or Secondary School teaching experience in Ontario or previous teaching experience deemed equivalent thereto by the Board shall be paid according to the Basic Salary Grid in Clause 8:01.

8:03 The effective date for grid advancement is to be September 1st.

- 8:04 (a) The annual grid advancement shall be granted for each full year of successful teaching. A partial grid advancement shall be granted for successful teaching in consecutive months as per the following schedule:
- (i) Less than thirty-five per cent (35%) of school year - no grid advancement;
  - (ii) Thirty-five to seventy-five per cent (35 - 75%) of school year - one-half of grid advancement;
  - (iii) Over seventy-five per cent (75%) of school year - one full grid advancement.

ARTICLE VIII (cont'd.)

- 9:04 (b) It shall be the prerogative of the Board to withhold for one (1) year the grid advancement of a teacher whose work is deemed to be unsatisfactory by the Principal, or Superintendent, or other appropriate Supervisory Officer, provided the teacher is notified by April 1 that his/her work is unsatisfactory, and has been instructed orally and in writing how to improve. Upon the completion of the one (1) year period, if satisfactory improvement has been made, the teacher shall be advanced to his/her correct placement on the salary grid had the increment not been withheld.

ARTICLE IXADDITIONAL ALLOWANCES :9:01 Post Graduate Degrees:

- 9:01 (a) A holder of a Master's Degree from an Ontario University or its equivalent, where the courses are not being used for certification purposes, will receive an additional \$750. per annum. This allowance is to be allowed beyond the salary category maximum.
- (b) A holder of a Doctorate Degree from an Ontario University or its equivalent, where the courses are not being used for certification purposes, will receive an additional \$750. per annum. This allowance is to be granted beyond the salary category.
- (c) Teachers may receive an allowance for a Master's Degree and a Doctorate Degree as in 9:01 (a) and (b), but may not receive allowances for more than one Master's Degree or Doctorate Degree.

9:02 Car Allowance:

Any teacher on staff with duties, authorized by the Board, that require travelling from school to school, shall be reimbursed for kilometres travelled at rates established annually by the Board based on surveys carried out by the Canadian Automobile Association or other such services, that are mutually agreed upon by the Parties.

9:03 Relocation Allowance:

The following does not apply to transfers initiated by teachers or to transfers resulting from the application of Article 22.

**ARTICLE IX** (Cont'd.)

1:03 Relocation Allowance: (Cont'd.)

When a teacher is transferred by the Board and, as a result of such transfer, moves residence prior to the end of the first full term subsequent to the effective date of the transfer, into the municipality of his/her new school, the Board shall pay the cost of moving the household effects and personal belongings of the teacher and his/her family residing in the same abode.

The moving company shall be selected by Board tendering procedures. The successful company must have adequate insurance coverage to protect the teacher from any losses incurred during the moving process.

**ARTICLE X**

**METHOD OF PAYMENT:**

0:01 Each teacher will receive a total of twenty-one (21) payments by direct deposit as follows:  
1 payment of 4%, dated the first teaching day in September;  
19 payments of 4% dated the fifteenth and the last day of each month, beginning September 15;  
1 payment of 20% dated the last school day in June.

0:02 A teacher leaving the employ of the Board before the completion of the full school year is entitled to be paid his/her salary in the proportion that the total number of days during which he/she teaches bears to the whole number of school days for the school year, as established by the Minister of Education.

0:03 (a) The annual prescribed fee for membership in the Ontario Teachers' Federation will be deducted in equal instalments commencing with September 15th of each school year, or in the first full month thereafter in which the teacher begins a term of employment.

7/5

N/A

(b) In the event that the final decision of a court determines that the Board is not legally obliged by statute or regulation to deduct Federation fees from teachers who are members of the Branch Affiliate and to pay them to O.T.F., the Board agrees to continue to deduct from teachers who are bound by this agreement the O.P.S.T.F. and F.W.T.A.O. portions of the O.T.F. fee if they may lawfully do so, and pay such fees to the Secretaries of O.P.S.T.F. and F.W.T.A.O. The Branch Affiliate agrees to execute such directions as may be necessary to authorize such deductions.

ARTICLE XI

ELEMENTARY EMPLOYEE BENEFIT POOL

1:01 (a) Participation in the following benefit plans is compulsory for all full-time teachers, with the exception of those who have similar coverage through a spouse. Part-time teachers are permitted to participate on a pro-rata basis.

76  
10/25/88 (b) Ontario Hospital Insurance Plan.

(c) Major Medical Plan comparable to Policy 32150GH of Great West Life, providing prescribed drugs and services with no deductible.

70.0  
880  
72  
135 Group Life Insurance Plan comparable to Policy 32150GH of Great West Life, providing coverage of 3 times basic salary to a maximum of \$120,000. Effective January 1, 1992, the coverage will increase to 3 times basic salary to a maximum of \$135,000.

76/2 (e) Accidental Death and Dismemberment comparable to Policy 6998383 of Citadel General Assurance Company, providing coverage of 3 times basic salary to a maximum of \$120,000. Effective January 1, 1992, the coverage will increase to 3 times basic salary to a maximum of \$135,000.

70/2/88 (f) Dental Care Plan comparable to Policy 32150GH of Great West Life, providing reimbursement at O.D.A. rates being three years below current, effective January 1st, providing

(i) basic treatment limited to \$1,500. per person annually:

71/2 (ii) major restorative procedures on a 50% co-insurance basis, to an annual maximum of \$2,000. per person:

(iii) orthodontics on a 50% co-insurance basis to a life-time maximum of \$2,000.

70/5/88 (g) Vision Care Plan comparable to Policy 32150GH of Great West Life, providing service to a maximum of \$150. over two calendar years: Effective January 1, 1992, the coverage will increase to a maximum of \$200. over two calendar years.

70/4/88 (h) Hearing Care Plan comparable to Policy 32150GH of Great West Life, providing service to a maximum of \$300. over two calendar years.

1:02 ( The Board shall contribute at the rate of 80% of the total premium cost of those teachers enrolled in the Benefit Pool in Article 11:01. )



ARTICLE XI (Cont'd.)

11:03 The teachers shall contribute at the rate of 20% of the total premium cost of the Benefit Pool plans (Article 11:01) in which they are enrolled, and this contribution shall be assigned toward the taxable benefits.

11:04 The Board shall also make available, at the teachers' option and cost:

- (a) Semi-Private Hospital Plan comparable to Policy 32150GH of Great West Life;
- (b) Optional Group Life Insurance in segments of \$10,000. to a maximum of \$250,000. comparable to Policy 133740GOL of Great West Life.

11:05 When a member of the teaching staff is eligible for, and receives approval of, payment of a claim by the Workers' Compensation Board of Ontario:

*NYP*

- (a) the Workers' Compensation payment shall be remitted to the Board;
- (b) the teacher shall receive full pay from the Board;
- (c) the days lost shall not be deducted from the teacher's Accumulative Sick Leave credits.

11:06 A teacher on a Leave of Absence approved by the Board may continue to participate in all benefits, outlined in clauses 11:01, and 11:04, that the teacher had immediately prior to the leave. The Board shall administer all such plans and the teacher shall be responsible for one hundred per cent (100%) of the premium cost.

11:07 A teacher who retires on any Ontario Teachers' Pension Plan Pension before age sixty-five (65) shall be allowed to participate until attaining the age of sixty-five (65) in all benefits to the extent that the plans permit in clauses 11:01 and 11:04, that the teacher had immediately prior to retirement. The Board shall administer such plans and the teacher shall be responsible for one hundred per cent (100%) of the premium cost.

ARTICLE XII

CUMULATIVE SICK LEAVE:

12:01 (a) The classes of teachers eligible under this Sick Leave Credit system shall be those covered by Article 1:01.

ARTICLE XII (Cont'd.)

CUMULATIVE SICK LEAVE:

- 12:01 (b) Each teacher is entitled to the Statutory Sick Leave of twenty (20) days per year.
- (c) Where a teacher commences employment after September 1 of any year, the Statutory Sick Leave of twenty (20) days shall be pro-rated.
- (d) Cumulative Sick Leave may be used totally or partially in any year, together with the usual twenty (20) day allowance for the current year,
- (e) Each eligible teacher shall be entitled to have the unused portion of annual statutory sick leave transferred as cumulative Sick Leave Credit.
- 77/2000 (f) Sick Leave Credit may be accumulated to a maximum of two hundred and eighty (280) days, as of August 31st of each year.
- (g) After five (5) consecutive days absence caused by sickness, the Board may require a certificate from a duly qualified medical practitioner or dentist, certifying to the inability of the teacher to attend to his/her duties. Nothing in the foregoing shall prohibit the Board from requiring a teacher to submit such a certificate following any period of absence should the Board believe the circumstances warrant it.
- (h) Teachers will be supplied with a statement of Cumulative Sick Leave Credit every September, or upon the teacher's request.
- (i) Where a teacher of another Board becomes a teacher of this Board, he/she shall be entitled to have placed to his/her credit the sick leave credits accumulated in the plan of the Board by which he/she was previously employed, to a maximum of two hundred twenty (220) days, provided no service gratuity or other benefit in respect to Cumulative Sick Leave was received from his/her former employer.
- (j) Any change in the system or disputes regarding credits or deductions shall be a matter for negotiation or appeal by the Branch Affiliates and the Board.

2:02 Sick Leave Credit Gratuity:

- 76/2000 (a) Sick Leave Credit Gratuity will be calculated and paid when a teacher retires from employment of the Board on pension under the Ontario Teachers' Pension Plan.
- (b) The maximum amount of the gratuity paid under the Education Act is fifty per cent (50%) of the annual salary.

ARTICLE XII (Cont'd.)

2:02 (c) The amount of the Sick Leave Credit Gratuity shall be calculated as follows:

$$\frac{a}{200} \times \frac{b}{20} \times \frac{c}{2} = \$ \text{ (Retirement Gratuity)}$$

a = Cumulative Sick Leave to a maximum of two hundred (200) days at time of retirement;

b = Years of Service with the Board or its predecessors to a maximum of twenty (20) years;

c = Annual Salary at time of retirement.

(d) (i) The retirement gratuity may be paid in a lump sum at the time of retirement if the teacher requests lump sum in writing to the Board prior to January 31st of the year of retirement.

(ii) Failing request for lump sum, the gratuity will be paid over a five-year period in five equal instalments commencing in the year of retirement. If death occurs before payment of the final instalment, the outstanding balance will be paid in lump sum to the estate.

(e) A teacher who defers the Ontario Teachers' Pension is not entitled to receive the Sick Leave Credit Gratuity.

(f) If death occurs before retirement and

(i) the teacher was eligible to receive a pension under the conditions of the Ontario Teacher's Pension Plan. and

(ii) was age 55 or older and had at least 30 years of teaching service or

(iii) whose age and service total 90 years,

then a gratuity shall be paid in a lump sum to the estate of the deceased.

ARTICLE XIIILEAVE OF ABSENCE:

3:01 (a) Personnel requesting a Leave of Absence as referred to in this Article MUST complete a standard "Request for Leave" form, which is available from the school office. In the event of an emergency, a telephone call to the Principal, followed by a completed "Request for Leave" form will be acceptable.

ARTICLE XIII (Cont'd.)

3:01 (b) Deductions from Sick Leave Credits may be made for personal illness only. 63/A

3:02 Compassionate leave will be granted without loss of pay as follows:

3:02 (a) Up to five (5) days per occurrence for the death of spouse, daughter, son, mother, father, sister or brother.

(b) Up to three (3) days per occurrence for the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, total dependent, or lesser kin living in the same abode.

(c) Up to one (1) day per occurrence to attend the funeral of a relative not covered under (a) or (b) such as sister-in-law, brother-in-law, grandparent, grandchild or close friend, etc.

63/E  
/ (d) One day for responsibilities directly related to a hospitalized or extremely grave illness of spouse, daughter, son, mother, father, sister, brother or near relative living in the same abode.

63/F  
/ (e) One day for responsibilities directly related to the birth of one's child.

3:03 In extenuating circumstances, four (4) additional days per school year may be granted without loss of pay, by the Director of Education or designate for purposes of Article 13:02 leaves.

3:04 Examinations

3:04 (a) A one (1) day leave without loss of pay will be granted to write

- (i) a university examination;
- (ii) a post-secondary examination where the subject is specifically related to the teacher's assignment.

3:05 University Convocation

3:05 (a) A one (1) day leave without loss of pay may be granted to attend a university convocation to receive a degree. The teacher will reimburse the Board for the cost of the Occasional teacher required.

(b) A one (1) day leave without loss of pay may be granted to attend a university convocation of a wife, husband, daughter, or son. The teacher will reimburse the Board for the cost of the Occasional teacher required.

ARTICLE XIII (cont'd.)

13:06 Pregnancy and/or Parental Leaves

13:06 (a) Employment Standards Act

3/19/99  
5/8/01

A teacher may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the Employment Standards Act, 1980, as amended to date. (Appendix 1)

(b) ~~Extended Pregnancy Leave~~

(i) Instead of Article 13:06 (a), a teacher may request and the Board shall grant an extended pregnancy leave of absence provided that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave, and provided that the extended leave period commences with the beginning of a school term and terminates immediately prior to the beginning of a school term.

5/8/99

(ii) For the purpose of this clause, the school year shall consist of three terms: Fall, Winter, Spring, yearly determined by the Ministry of Education under provision of the Education Act: and maximum leave shall be six (6) terms.

(iii) A teacher who takes an extended pregnancy leave under Article 13:06 (b) (i) shall be granted benefits in accordance with Article 11:01 with cost sharing as per 11:02 and 11:03 for a period of twelve (12) months.

(iv) The teacher is required to stipulate the date on which she will resume her duties on the Request for Leave of Absence, Part D. Failure to report for duty on the agreed date will place a teacher in breach of contract.

(v) Upon her return to duty, the teacher shall:

a) return to a position at the same level of responsibility as that from which she took leave, if such position is available;

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b) retain the benefits accrued to the commencement of the leave: and

c) be placed on the salary schedule according to her years' experience and certification.

**ARTICLE XIII** (cont'd.)

13:06 (b) (vi) Should unforeseen circumstances arise affecting the period of leave granted to the teacher, her application to return to duty at an earlier or later date than originally determined will be considered.

(vii) All parties concerned agree that the best interest of the pupils, teacher and teaching profession shall be observed in arranging the commencement and termination dates for the extended pregnancy leave.

(viii) Where the teacher's leave in 13:06 (b) (i) is for three (3) terms or less, within a single school year, and where she returns at the beginning of a school term as defined in 13:06 (b) (ii), the teacher shall return to the same position at the same level of responsibility and at the same school as that from which she took leave. unless her position has disappeared.

3:07 Adoptive Leave: 611A  
218

3:07 (a) A teacher who wishes to adopt a child shall be granted a leave of absence as provided for by the Employment Standards Act, 1980, and as amended to date. (Appendix 1)

(b) Up to one (1) day, without loss of pay, may be granted for responsibilities directly related to the arrival of the adopted child, in addition to 13:07 (a). E

3:08 Miscellaneous Leave:

Miscellaneous leaves may be granted by the Director of Education or designate to a maximum of five days in any one school year for purposes other than those specifically mentioned in 13:02, 13:03, 13:04, 13:05, 13:06 and 13:07. Such leaves, including religious and Holy days, will generally entail loss of pay; however, in extenuating circumstances, the leaves may be granted with pay or granted with pay less the cost of an occasional teacher.

3:09

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Federation leaves of absence require specific requests be submitted to the Director of Education by the authorized official of the respective Branch Affiliate and require the Branch Affiliate to reimburse the Board for the cost of occasional teachers required or for costs as specified in the following:

ARTICLE XIII (cont'd.)

13:09 Federation Leave:

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(a) Leaves of absence, with pay, may be granted to the Local Presidents of the Federation of ~~Women~~ Teachers' Association of Ontario and the Ontario Public School Teachers' Federation as follows:

(i) a maximum of fifty (50) days, including one timetabled day per week in any school year, for either of the Presidents and/or designates, to conduct Kent County Affiliate business; or

(ii) half-time release or full-time release in any one school year for either of the Presidents to conduct Kent County Affiliate business. Such leave shall be subject to prior arrangement by April 15 preceding commencement of the leave and may be in segments of half-days or full days. The teachers shall return to the same position, level of responsibility and school, without loss of pay, benefits or seniority.

(b) If the teacher taking leave under 13:09 (a) holds a position of responsibility including Principals and Vice-Principals, such position will be relinquished for the time during which the leave is granted. The Branch Affiliates shall reimburse the Board for salary and benefits applicable to the teacher taking the leave.

6314  
1

(c) Upon request, a Leave of Absence, with pay, to a maximum of twenty (20) days in any one (1) school year may be granted to the chief negotiator for the Negotiating Committee of the Branch Affiliates for negotiation purposes including both preparations and table sessions.

(d) Leaves of Absence shall be granted to members of the Negotiating Committee of the Branch Affiliates table team to prepare for and attend meetings for contract negotiations between the Board and the Branch Affiliates, including meetings for fact-finding, mediating and arbitration.

(e) Upon request, a Leave of Absence, with pay, to a maximum of twenty (20) days in any one (1) school year for a teacher elected to a position equivalent to a Provincial Director may be granted at the discretion of the Director of Education.

(f) Upon request, Leaves of Absence may be granted by the Director of Education or designate to a maximum of twenty (20) days in any one school year to each of the Branch Affiliates to permit local executives to conduct Kent County Affiliate business.

ARTICLE XIII (cont'd.)

(3) B.C.  
/

13:10 Personal Leaves:

- (a) A teacher will be entitled to leave with pay for attendance in Court as a subpoenaed witness where the teacher is not a party to the action, or for jury duty, provided that witness fees or jury fees received be turned over to the Board.
- (b) A teacher will be entitled to leave with loss of pay for attendance in Court where the teacher is a party to the action, however, at the discretion of the Director of Education, or designate, leave with pay may be granted.
- (c) (i) (3) N Notwithstanding 13:08, one (1) day per school year of personal leave with pay shall be granted on written request. The day of leave must be a regular school day involving actual instruction. The teacher shall reimburse the Board for the cost of the Occasional teacher required.

If serious disruption of school programs on a particular day could result from the application of this clause, no leave will be granted and the applicant shall be notified in writing of the denial and of the reason for the denial.

The determination of what is a "serious disruption" shall be made solely by the Director of Education or his designate and shall not be a subject matter for arbitration.

- (ii) Teachers will be entitled to accumulate personal leaves under the same conditions found in 13:10 (c) (i) to permit a maximum leave of three (3) days in any one school year.

(d) Acts of Nature:

A teacher who, because of acts of nature, does not attend to assigned duties, may submit a Request for Leave of Absence with evidence to support the claim. Final decision shall be made by the Board and shall not be grievable.

(e) Extended Leaves

- (i) An extended leave of one (1) school year may be granted upon written request of a teacher who has completed at least five (5) years of continuous teaching employment with the Board, subject to the following provisions:



**ARTICLE XIII** (cont'd.)

3:10 (e) **Extended Leaves**

- (i) (1) the request **must** be received by April 8 of the year in which the leave is to begin:
- (2) a qualified replacement, acceptable to the Board, is available:
- (3) the leave shall be without pay:
- (4) an extensive leave has not been granted under this Article or any other clause of this Agreement within the three (3) year period prior to application.
- (ii) A teacher on leave under 13:10 (e) (i) **may** request an extension of the leave for a maximum of one (1) year.
- (iii) The teacher on leave under 13:10 (e) (i) **may** continue to participate in the benefits outlined in Article XI at the teacher's expense.
- (iv) Requests for leave will be considered in order of receipt.
- (v) The Board shall endeavour to return the teacher to his/her former grade assignment or to a similar position of responsibility (i.e., teacher, vice-principal, principal, etc.) at the same school.
- (vi) If the leave is not granted, the applicant shall **be** notified in writing of the denial and of the reason for the denial.

3:11 **Deferred Salary Leave Plan**

(a) **Description**

The Deferred Salary Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years salary payments over a five (5) year period. A teacher shall be entitled to the benefit of one (1) year's leave of absence under this plan only after the teacher has met and complied with all of the conditions in this Article.

ARTICLE XIII (cont'd.)

3:11 Deferred Salary Leave Plan

(b) Qualifications

A teacher who has five (5) years' seniority, as defined in 22:05, and who has three (3) years of continuous, active, paid teaching service with The Kent County Board of Education, exclusive of any leave of absence of two (2) terms or less, immediately preceding the first of the five (5) years referred to in 13:11 (a), is eligible to participate in the plan.

(c) Application

- (i) A teacher must make written application to the Director of Education or designate, on or before January 31 requesting permission to participate in the Plan.
- (ii) The application form shall set out the five (5) year period in which the Plan is to be effected and the school year in which the teacher requests the leave.
- (iii) Applications are to be processed in order of receipt by the Director of Education or designate.
- (iv) Written acceptance or denial of the teacher's request with an explanation will be forwarded to the teacher by April 1 in the school year the application is made.
- (v) Approval of individual requests to participate in the Plan shall rest solely with the Board. The Board shall have the right to limit the number of teachers starting into the plan in any year. Such approval or denial of individual requests shall not be a subject matter for arbitration.

(d) Terms of Reference

- (i) . A teacher who has been granted approval to participate in the plan shall be required to sign a contract prepared by the Board before final approval for participation will be granted.
- (ii) Failure by the teacher to meet any condition stipulated in the contract shall immediately void the contract and the teacher shall then be deemed to have withdrawn from the plan. Notwithstanding the above, a teacher who is enrolled in the Deferred Salary Leave Plan and requests and is granted a leave of absence of two terms or less, shall be allowed to continue in the plan.

ARTICLE XIII (cont'd.)

3:11 Deferred Salary Leave Plan

(d) Terms of Reference

- (iii) The teacher shall return to the same or similar position at the same level of responsibility and at the same school as that from which the teacher took leave unless the teacher's position has disappeared as a result of declining enrolment.
- (iv) On return from leave, the teacher shall be placed on the salary grid in the same position as if the teacher had not taken the leave.
- (v) No teacher's position on the Seniority List relative to other teachers shall be changed because of the teacher's participating in this Plan.
- (vi) Sick leave credits will not accumulate during the year spent on leave.
- (vii) Pension deductions are to be continued as provided by the Teachers' Pension Act and according to the Policies of the Ontario Teachers' Pension Plan during all five (5) years that the teacher is participating. Teachers are responsible for any further arrangement with the Pension Board.
- (viii) A teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken by notifying in writing the Director of Education or designate. Any exception to the aforesaid shall be at the discretion of the Director of Education or designate. Upon withdrawal, any monies accumulated plus interest accrued to the date of withdrawal will be repaid to the teacher within sixty (60) days of receipt of notification of the intent to withdraw from the Plan.
- (ix) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave and shall notify the teacher in writing by March 1 of the calendar year in which the leave is to commence. After March 1, any deferral will be only by mutual consent. In this instance, a teacher may choose to remain in the Plan or the teacher may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

ARTICLE XIII (cont'd.)

3:11 Deferred Salary Leave Plan

(d) Terms of Reference

- (x) Should deferral result in a leave of absence being taken past the fifth (5) year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.
- (xi) Should a teacher die while participating in the Plan, any monies accumulated plus interest accrued at the time of death, will be paid to the teacher's estate.

(e) Payment Formula

- (i) In the first four (4) years of the Plan, a participating teacher will be paid eighty per cent (80%) of the grid salary and allowances. The remaining twenty per cent (20%) of the salary for each of the four (4) years will be deposited in a trust account.
- (ii) In the fifth (5) year, the deposits made in 13:11 (e) (i) above, plus any interest accrued shall be the salary for that teacher.
- (iii) The leave of absence may be taken only in the fifth (5) year of the Plan subject to 13:11 (d) (ix) and 13:11 (d) (x).

ARTICLE XIV

PROMOTIONS :

- 4:01 (a) It is preferred that positions of responsibility be posted and filled with qualified teachers from within Kent County as they occur.
- (b) Only those that cannot be filled satisfactorily from within the system shall be advertised outside the County. Notwithstanding the foregoing, all vacancies for Principalships will be advertised.

ARTICLE XV

EDUCATIONAL LEAVE FUND:

5:01 (a) The Kent County Board of Education agrees to participate in an Educational Leave Fund Plan. The Branch Affiliates agree to accept responsibility for the administration of the fund. Administration of the fund will be in accordance with recognized auditing practices.

(b) The Board shall contribute to the fund as follows:

- effective September, 1994 \$130,000.

(c) E.L.F. Guidelines

The Branch Affiliates agree to administer the fund in accordance with the following guidelines:

1. The Elementary Educational Leave Fund has been established to facilitate professional development through conferences, courses, seminars, and in-service training including grants for school and county professional development programs and for study and research that will benefit the county educational system.
2. The Branch Affiliates shall establish an Educational Leave Fund Committee to administer the fund.
3. The fund shall be available to teaching staff only. Teaching staff is defined in Article 1:02 of the Collective Agreement.
4. Notwithstanding (3) above, teachers on leaves of absence and/or teachers on occasional agreements are not eligible to participate in the Educational Leave Fund.
5. The fund shall not be used for courses that could be used to upgrade for salary purposes.
6. Courses that the Board requests a teacher to take shall be paid by the Board and the monies shall not be debited to this fund.
7. Approval of requests for leave which include absence from duties on a school day as prescribed by Regulations under the Education Act, 1990 will, in addition to approval by the Committee, require the following approval:
  - (i) one day or less - Principal/Supervisor
  - (ii) two to five days - Superintendent/Designate
  - (iii) more than five days - Board

ARTICLE XV (Cont'd.)

(c) E.L.F. Guidelines

8. The Board shall forward to the Treasurer of the Elementary Educational Leave Fund Committee the amount negotiated in Article 15:01 (b) by September 1st in the appropriate year.
9. All funds not disbursed by the Committee as of August 31, shall be returned to the Board.
10. The Principal shall ensure that students are **provided** with instruction by hiring occasional teachers when required to replace teachers who are absent on Educational Leave Grants.
11. The cost of Occasional Teachers hired in (10) shall only be for those approved by the Committee.
12. The use of Occasional Teachers to replace teachers absent on grants will be recorded and submitted to the Board Personnel Department in the prescribed manner.
13. The Board shall submit a monthly invoice to the Committee for the cost of Occasional Teachers required as a result of the grants.
14. The Branch Affiliates shall reimburse the Board monthly for the cost of Occasional Teachers required as a result of the Educational Leave grants.
15. The Branch Affiliates shall submit to the Board annually an interim statement of the financial status of the fund as of December 31 of each year.
16. The Branch Affiliates shall submit to the Board annually an audited statement of the fund as of August 31 of each year.
17. **The** Branch Affiliates shall submit annually a **year-end** report to the Board. The report shall include the following:
  - (i) names of applicants:
  - (ii) purpose of the grant:
  - (iii) location of program:
  - (iv) amount of grant.

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ARTICLE XVI

RETIREMENT POLICY:

- 6:01 When a teacher attains his/her sixty-fifth (65) birthday on or before June 30, he/she will not be permitted to enter into duties in the subsequent term unless granted special permission by the Board.

ARTICLE XVII

POSITIONS OF RESPONSIBILITY AND ALLOWANCES

- 17:01 (a) The Board reserves the right to make appointments to positions of responsibility provided appointments exclusive of 17:02 (c) and 17:06, shall not be made permanent until after an interim period of two (2) years.
- (b) The Board will consider and make appointments to positions of responsibility on the recommendation of the Principal through the Director of Education. The Board shall notify the Presidents of the Branch Affiliates within ten (10) days of the Board's decision.
- (c) The Board reserves the right to relieve a teacher from a position of responsibility during the two (2) year interim period.
- (d) The Board must show cause in writing if it wishes to remove a teacher from a position of responsibility after the two (2) year interim period. The loss of a position of responsibility under this clause is subject to a Grievance Procedure outlined in Article 18 by either the teacher or Branch Affiliate.
- (e) The teacher who is relieved of a position of responsibility in accordance with 17:01 (c) or 17:01 (d) will be notified by November 1 to be effective December 31, or by April 1 to be effective August 31
- (f) The Board shall protect the salary of a teacher who is removed from a position of responsibility because of the elimination of that position, by red-circling the teacher's salary until the gross salary including all allowances equals or exceeds the previous gross salary including all allowances and the responsibility allowance.
- 17:02 (a) A Principal will be appointed for each Elementary School Unit under the jurisdiction of the Board.

**ARTICLE XVII** (Cont'd.)

17:02 (b) A Vice-Principal will be appointed, with duties approved by the Board, in the following school units:

Harwich-Raleigh Public School  
Dresden Area Central Public School  
Indian Creek Road Public School  
McNaughton Avenue Public School  
W. J. Baird Public School  
W. T. Laing Public School  
John N. Given Public School  
Howard-Harwich-Moravian Public School  
King George VI Public School  
Ridgetown Public School  
D. A. Gordon Public School  
McKeough Public School  
Merlin Area Public School  
Queen Elizabeth II Public School  
Tilbury Area Public School  
Victor Lauriston Public School  
Wheatley Area Public School  
Victoria Park Public School  
Winston Churchill Public School  
Gregory Drive Public School  
Tecumseh Public School  
A. A. Wright Public School

(c) (i) In each of the following schools, the Board will appoint annually a teacher, to act in the absence of the Principal, with duties consistent with the Acts and Regulations and approved by the Board. Where a suitable candidate, holding at least Principals' Course Part I, is available within the school, he/she shall be given preference.

H. W. Burgess Public School  
Romney Central Public School  
Thamesville Area Public School  
Zone Central Public School  
Orford Twp. Central Public School  
H. A. Tanser Public School  
Southwestern Regional Centre School

(ii) Such appointments are not subject to the provisions of clauses 17:01 (a), 17:01 (c), 17:01 (d), 17:01 (e), and 17:01 (f).



ARTICLE XVII (cont'd.)

7:02 (c) (iii) A responsibility allowance shall be paid in addition to salary and other allowances at the following rates:

effective September, 1991 \$1,154.  
 effective February, 1992 \$1,172.  
 effective September, 1992 \$1,225.

7:03 Principal's Grid

Years of Experience	Effective		
	September, 1991	February, 1992	September, 1992
0	\$69,344.	\$70,454.	\$73,624.
1	71,892.	73,042.	76,329.
2	74,439.	75,630.	79,033.

7:04 Vice-Principal's Allowance:

The following responsibility allowance will be in addition to the salary provisions of 8:01 (a), 8:02, 8:03, 8:04, and 9:01:

September, 1991 - \$5,147.  
 February, 1992 - 5,229.  
 September, 1992 - 5,464.

7:05 Administrative Time Allowance

Administrative time allowance shall be determined for each school annually by Senior Administration, after consultation with the Elementary School Principal, based on the following enrolment and program factors and formula:

7:05 (a) Administrative Time Factors:

(i) Enrolment:

0 - 149	-	2
150 - 249	-	3
250 - 349	-	4
350 - 449	-	5
450 - 649	-	6
650 - 749	-	7

ARTICLE XVII (cont'd.)

17:05 (a) (ii) Programs to receive a factor are as follows:

- Junior Kindergarten
- Senior Kindergarten
- Primary
- Junior
- Intermediate
- Opportunity
- Learning Disabled
- Trainable Retarded
- Behaviour Adjustment
- Hard of Hearing
- Special Learning Centre - Categorical
- Special Learning Centre - Non-Categorical
- Central Program for Physically Handicapped
- Resource Assistance Program
- Mixed-Exceptional
- Extended French
- Learning Resource Centre

Where there is more than one class in a school of any Special Education Program, one point shall be given for each additional class in that program. The Learning Resource Centre is equivalent to a RAP/SLC (2 factors). Each additional FTE teacher in a Learning Resource Centre will count as one factor.

(iii) Program Scale shall be determined by adding together the programs, as in 17:05 (a) (ii), and reducing the total by two (2).

(b) Administrative Time Formula:

<u>Enrolment and Program Scale</u>	<u>Allowance</u>
2 - 7	1.00
8 - 11	1.50
12 or more	2.00

17 05 (c) The administrative allowance for the Southwestern Regional Centre School, H. A. Tanser Public School unit shall be 1.00.

17:06 (a) The positions of Co-ordinator and Supervisor of Education will be three (3) year term appointments. Such appointments may be renewable by mutual agreement for two (2) additional years.

**ARTICLE XVII** (cont'd.)

7:06 (b) The following responsibility allowance will be in addition to the salary provisions of 8:01 (a), 8:02, 8:03, 8:04, and 9:01:

	<u>Effective</u>		
	<u>September, 1991</u>	<u>February, 1992</u>	<u>September, 1992</u>
Coordinator	\$8,904.	\$9,046.	\$9,453.
Supervisor	5,147.	5,229.	5,464.

**ARTICLE XVIII**

**GRIEVANCE PROCEDURE:**

8:01 The purpose of this Article is to establish a procedure for settlement of grievances. The term "day" in this Article refers to school day for the months of September to June, and to calendar day for July and August.

8:02 (a) A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision, or condition of this Collective Agreement, including a question of whether a matter is arbitrable.

(b) A grievance may be lodged by a teacher or a group of teachers beginning at Step 1.

(c) A policy grievance may be lodged by the Branch Affiliate beginning at Step 2, if it cannot be resolved by informal discussion.

(d) A policy grievance is a grievance, as defined in 18:02 (a), in which the subject matter is of general interest and in which individuals or groups of individuals may not be affected at the time that the grievance is filed.

(e) A probationary teacher shall not have access to this Article in the event of discharge.

8:03 Informal Procedure

A teacher, or teachers, may attempt to resolve a grievance by informal discussion with their Principal or Immediate Supervisor prior to initiating the grievance at Step 1.

**ARTICLE XVIII (Cont'd.)**

8:04 Formal Procedure:

**STEP 1**

A teacher or a group of teachers desiring to submit a grievance shall commit the grievance, in writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated, and indicating relief sought. The grievance shall be signed by the grievor or grievors and shall be sent simultaneously to the Director of Education, the Principal or Immediate Supervisor and the President(s) of the Branch Affiliates, within fifteen (15) days from the time the grievor or grievors became, or should have become aware of the circumstances giving rise to the grievance. The Director of Education/or designate, who shall not be a Principal, shall meet with the grievor or grievors and the representative(s) and shall forward written decision to the grievor(s) and to the representative(s) within fifteen (15) days from the receipt of the grievance.

8:05 **STEP 2**

Failing settlement at Step 1, the grievor(s) shall submit the grievance, together with reasons for the submissions to the Board, within seven (7) days of receiving the decision at Step 1. A committee of the Board shall meet with the grievor or grievors and their representative(s) within twenty (20) days following the submission of the grievance at Step 2 and shall give its decision, in writing, within ten (10) days of such meeting.

8:06 **STEP 3**

Failing settlement at Step 2, the grievor or grievors shall, within ten (10) days of receipt of such written decision, give written notice to the other Party of intent to submit the grievance to Arbitration. The Parties shall have fifteen (15) days in which to agree upon a Single Arbitrator or to name appointees to an Arbitration Board. The Single Arbitrator or Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding on both Parties and upon any teacher affected by it.

8:07 Each of the Parties will jointly share the expenses of the Arbitrator. if any.

8:08 The Arbitrator shall not be authorized to make any decisions, inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

ARTICLE XVIII (Cont'd.)

- 18:09 In Step 1, the teacher may be accompanied by a representative of the Branch Affiliates, and in Step 2 by the representative of the Branch Affiliates and/or a representative of the Provincial Affiliate.
- 18:10 The Branch Affiliates may initiate a group or policy grievance beginning at Step 2 of the grievance procedure. Written notice of the grievance shall be given to the Secretary of the Board. Such notice shall be filed within fifteen (15) days after the grievor becomes aware of the circumstances giving rise to the complaint and shall specify the Article or Articles and subsection of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the Branch Affiliates.
- 18:11 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified as herein provided shall be deemed to have been withdrawn. However, the limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the Board and the Grievor.
- 18:12 If there is no settlement in Step 1 and Step 2, the answer, in writing, must include the reasons for denial of the grievance.

ARTICLE XIX

TRIKE OR LOCK-OUT:

- 9:01 There shall be no strike or lock-out during the term of this Collective Agreement or of any renewal of this Collective Agreement.

ARTICLE XX

TEACHER-BOARD RELATIONS COMMITTEE:

0:01 **Structure:**

The Committee shall comprise three (3) members representing the Board, including at least one Trustee, and three (3) members representing the Branch Affiliates. In addition, the Parties may each name one alternate who shall vote only in the absence of that Party's member.

**ARTICLE XX** (Cont'd.)

0:02 **Meetings and Reports:**

- (i) The initial meeting shall be held by September 30 in each school year covered by this Agreement, with subsequent meetings at the Committee's discretion. An initial report shall be made to the Board and the Branch Affiliates by December 31 in each school year covered by this Agreement, and subsequent report will be at the Committee's discretion.
- (ii) The Teacher Board Relations Committee (TBR) shall endeavour to examine staffing by October 31st each school year. The TBR Committee will be required to prepare an information package annually, before November 15, for distribution to all Elementary teachers, setting out class size data.

0:03 **Terms of Reference:**

The Committee may discuss conditions of employment and any other matter that is of concern to the teacher or the Board.

As the need arises, Branch Affiliate members will be invited to address the Executive Committee of the Senior Administration at a meeting called for such purpose.

**ARTICLE XXI**

**CONDITIONS OF WORK:**

1:01 The Board shall endeavour to achieve the following class size guidelines in organizing the schools:

Maximum Average Students on a System Basis

	<u>Effective September 1, 1991</u>	<u>September 1, 1992</u>
(a) Junior Kindergarten	19	*
Kindergarten	20	*
(b) Grades 1 to 3	23.5	23.25
(c) Grades 4 to 6	26.5	26.25
(d) Grades 7 to 8	27.5	27.25

\* Classes will be capped at 24 students.

(e) Students assigned to a classroom containing more than one grade shall be counted as part of the lower grade.

ARTICLE XXI (Cont'd.)

- 1:02 The Administration of each school shall assign one or more teachers to supervision duties in the locations specified in the Acts and during the periods specified in the Regulations.
- 1:03 (i) Each teacher shall be allocated two hundred (200) minutes for preparation time during the school week established by the Board.
- (ii) The instruction time of the school week for teachers shall consist of a maximum of 1400 minutes excluding recesses, lunch and preparation time.
- 1:04 The Board recognizes that a teacher is entitled to an uninterrupted period of not less than forty (40) minutes for lunch.

ARTICLE XXII

SURPLUS AND REDUNDANCY:

- 2:01 General Statement:
- This Article is not, and shall not be, a substitute for incompetency proceedings.
- 2:01 Definitions:
- 2:02 Surplus Staff Position:
- A staff member becomes surplus to an Elementary School, when the existing staff complement of the school exceeds the staff requirement for the school as approved by the Board.
- 2:03 Redundant Staff Position:
- A staff member becomes redundant to the Elementary system, when the existing staff complement for the Elementary School system exceeds the staff requirements for the system as approved by the Board.
- 2:04 Qualifications:
- Qualifications refers to the professional qualifications for a teacher as prescribed in the regulations established by the Minister of Education.

**ARTICLE XXII** (Cont'd.)

22:05      **Seniority:**

Seniority refers to the ranking of Elementary School teachers under contract to the Board, as stipulated in the Elementary School Teachers' Seniority List, developed and verified by the Branch Affiliates.

22:06      **Purpose of Seniority List:**

The Elementary School Teachers' Seniority List shall be used as outlined in this Article, for the purpose of determining Surplus Staff and Redundant Staff in the Elementary School system.

22:07      **Effective Contract Date:**

The effective date of the individual teacher's contract is the date of commencement of employment with the Board, stipulated in clause 1 of the Probationary Contract last signed with the Board.

22:08      **Contents of Seniority List:**

The Seniority List shall contain:

- (a) the names of all teachers, including those on approved leaves of absence, on a Probationary or Permanent contract with the Kent County Board of Education;
- (b) the name of the home school of the teacher;
- (c) effective contract date of last hiring to the Elementary Schools of the Board;
- (d) total years and fractions, to the nearest half, of teaching experience in the Kent County Elementary School system;
- (e) total years and fractions, to the nearest half, of teaching experience as a member of a Branch Affiliate representing Elementary School Teachers in the Ontario Elementary School system;
- (f) total years and fractions, to the nearest half, of teaching experience in the Kent County Secondary School system;
- (g) total years and fractions, to the nearest half, of teaching experience in the Ontario Secondary School system;



**ARTICLE XXII** (Cont'd.)

2:08 Contents of Seniority List:

- (h) total years and fractions to the nearest half, of documented teaching experience in Canada which has been accepted for salary purposes according to Article 8:02;
- (i) total years and fractions, to the nearest half, of documented teaching experience outside Canada which has been accepted for salary purposes according to Article 8:02.

2:09 Criteria for Ranking on the Seniority List:

The Seniority List shall be arranged by effective contract date of last hiring to the Elementary Schools of the Board, from earliest to latest.

2:10 To distinguish between teachers with the same effective contract date of last hiring, the following criteria will be used successively:

- (a) years of teaching experience in Elementary Schools operated by the Board; where this is equal;
- (b) years of teaching experience in Elementary Schools in Ontario; where this is equal;
- (c) years of teaching experience in Secondary Schools operated by the Board; where this is equal;
- (d) years of teaching experience in Secondary Schools in Ontario; where this is equal;
- (e) years of teaching experience in Canada; where this is equal;
- (f) years of teaching experience outside Canada.

2:11 Preparation, Maintenance, Distribution of the Seniority List:

The Branch Affiliates shall develop and verify the Elementary School Teachers' Seniority List, according to the criteria in Articles 22:09 and 22:10.

ARTICLE XXII (Cont'd.)

2:12 The Kent County Board of Education will provide assistance to the, Branch Affiliates by supplying by February 15 of each year the Branch Affiliates with one (1) copy of the teacher profile for each Elementary School teacher under contract. This profile will include items that are currently included in the Board's computer records and that relate to the criteria outlined in Articles 22:08, 22:09 and 22:10. The Board will also assist the Branch Affiliates by supplying information available in Board files and required in Articles 22:08, 22:09 and 22:10.

2:13 Not required.

2:14 The Kent County Board of Education will maintain the Seniority List by adding to the list the names of new teachers arranged according to the criteria stipulated in Articles 22:09 and 22:10, and subject to the provisions of Article 22:36, and by deleting from the list the names of teachers whose contracts have been terminated.

2:15 The revised Seniority List will be verified and signed by the Presidents of the Branch Affiliates and Director of Education prior to publication.

2:16 The revised Seniority List will be published by October 15 and April 1 each year.

2:17 The Kent County Board of Education will fulfill its publishing obligations by submitting forty (40) copies to the Presidents of the Branch Affiliates.

Determination of Surplus Staff Positions:

2:18 The Board shall approve the school program, after consultation with the Elementary School Principal, and establish the school complement by April 8. This initial declaration of school complement for the following school year is subject to revision if enrolments or program offerings fluctuate.

2:19 The Principal of each Elementary School shall determine surplus staff positions for his/her school by applying the following criteria:

- (a) Program needs for students as approved by the Board:
- (b) Qualifications of incumbent staff and teaching experience in subjects required to provide the programs approved by the Board:


*1/c*

- (c) The Elementary School Teachers' Seniority List.

**ARTICLE XXII (Cont'd.)**

- 2:20 By April 15 and by November 15, the Principal shall notify, in writing, each teacher declared surplus to his/her school, and shall simultaneously notify, in writing, The Kent County Board of Education and the Presidents of the Branch Affiliates of the names of each teacher surplus to his/her school.
- 2:21 A surplus teacher shall not be declared redundant as long as there is on the Elementary School Teachers' Seniority List a person with equal qualifications and less seniority.
- 2:22 The Board of Education shall notify any teacher on Permanent Contract prior to May 1, if such teacher is to be transferred from a school in one municipality to a school in another municipality.
- 2:23 Every newly-assigned teacher shall receive notice in writing of his/her assignment, and shall confirm acceptance, in writing, of the new assignment within three (3) working days.
- 2:24 A member of the Branch Affiliate who has been declared surplus and transferred to a position in another school in the Elementary School system shall be given the following options:
- (a) If, during the same hiring period, a position for which the teacher is qualified becomes available, the teacher may be re-assigned provided there is mutual agreement between the Board and the teacher.
  - (b) If, during the same hiring period, a position for which the teacher is qualified becomes available in his/her present school, the teacher shall decide whether to remain in his/her present school or continue with the transfer.
- 2:25 (a) A surplus teacher, who refuses a new assignment, shall have his/her contract terminated, effective December 31 or August 31.
- (b) Notwithstanding 22:25 (a), a teacher, who has been declared surplus and whose contract has been terminated because of the teacher's refusal of an assignment different in teaching time from the teacher's present assignment, will be placed on the Elementary School Teachers' Recall List subject to the stipulations of this Article and will be eligible for the positions indicated in 22:40.

**Postin of Elementary School Teaching Vacancies:**

- 2:26  The Kent County Board of Education shall post in each Elementary School a list of vacant Elementary School teaching positions by April 22. Subsequent vacancies will be posted, when necessary, as they occur.

ARTICLE XXII (Cont'd.)

2:27 The Principal will make recommendations to the Board concerning the filling of the advertised vacancies, which recommendations shall be based on the criteria outlined in 22:19.

Determination of Redundant Staff Positions:

2:28 The Kent County Board of Education shall approve the Elementary School programs, after consultation with the Principals, and shall establish the Elementary School Staff Complement for the following school year by April 8.

2:29 The initial declaration of the Elementary School Staff Complement for the following school year is subject to revision if enrolments or program offerings fluctuate.

2:30 The Kent County Board of Education shall consider the requirements of its approved special subjects and special programs, and shall staff these programs with a teacher with professional qualifications as prescribed in the Regulations established by the Minister of Education.

2:31 After fulfilling the staffing needs including the provisions of Article 22:30, the Kent County Board of Education shall terminate, according to the provisions of the Elementary School Teachers' Seniority List and according to the provisions of the individual contract, the contract of a teacher redundant to the Elementary School system.

2:32 (a) A teacher who has been declared redundant will receive written notification that the contract was terminated because of redundancy.

(b) Whenever a teacher is declared redundant to the Elementary School system by the Board, the Presidents of the Branch Affiliates shall be notified, in writing, of the name of the teacher declared redundant to the Elementary School system.

Procedure for Recall of a Redundant Teacher:

2:33 A redundant teacher will be placed on the Elementary School Teachers' Recall List, maintained by the Kent County Board of Education, for the two (2) school years following the teacher's being declared redundant.

ARTICLE XXII (Cont'd.)

Procedure for Recall of a Redundant Teacher:

- 2:34 (a) <sup>N/D</sup> When an Elementary School teaching vacancy occurs, the Board will offer the position to the teacher with the greatest seniority on the Elementary School Teachers' Recall List, provided the teacher is qualified for the position or agrees to become qualified before the commencement of the teaching position. If two or more teachers have the same position on the Elementary School Teachers' Recall List, division teaching experience will be considered.
- (b) The teacher must provide the Board with a written notice of his/her intention to become qualified within three (3) working days and proof of qualifications prior to the commencement of the teaching position.
- 2:35 The Board will make every effort to use teachers on the Elementary School Teachers' Recall List for Elementary School supply teaching.
- 2:36 The placement on the Elementary School Teachers' Seniority List of the name of a redundant teacher, who has been re-hired while his/her name is on the Elementary School Teachers' Recall List shall be as if no termination had occurred.
- 2:37 The redundant teacher, in order to have his/her name maintained on the Elementary School Teachers' Recall List, shall comply with the following conditions:
- (i) The teacher shall notify the Board, in writing, prior to the effective date of termination, of his/her desire to have his/her name remain on the Elementary School Teachers' Recall List. In this notification, the teacher must indicate the type of vacancy which he/she would consider. This would include any or all of the following: occasional, part-time or full-time teaching positions.
- 2:37 (ii) The teacher shall notify the Board, in writing, of the address and telephone number where he/she can be contacted.
- (iii) The teacher may change the type of vacancy which he/she would consider at any time by notifying the Board in writing.
- 2:38 The name of a teacher shall be deleted from the Elementary School Teachers' Recall List for any of the following reasons:
- (i) The teacher has been re-hired by The Kent County Board of Education.
- (ii) The teacher has been hired by another School Board.

ARTICLE XXII (Cont'd.)

Procedure for Recall of a Redundant Teacher:

- 2:38 (i ii) The teacher refuses to accept an Elementary School Probationary Contract position for which the teacher is qualified offered by The Kent County Board of Education.
- 2:39 (a) The Board's obligation to a teacher on the Elementary School Teacher's Recall List ceases if the teacher cannot be contacted within five (5) working days of a vacancy arising.
- (b) To be reinstated to his/her original position on the Recall List, the above teacher must notify the Board in writing.
- 2:40 The Board shall employ three (3) unplaced surplus teachers from the Elementary School Teachers' Recall List. These teachers will receive full salary and benefits. These positions will be offered to the teachers with the greatest seniority. The Branch Affiliates and the Board shall jointly determine the assignments on a family-of-school basis. This assignment does not preclude the teacher applying for another position, or the Board reassigning the teacher to another position.

ARTICLE XXIII

DURATION AND RENEWAL

- 3:01 This Collective Agreement shall supersede all previous salary agreements and shall be effective as of September 1, 1994 to August 31, 1995, and from year to year thereafter unless notice is given by either Party pursuant to Section 11 of the School Boards and Teachers' Collective Negotiations Act, 1975.

ARTICLE XXIV

CONTINUING EDUCATION

- 4:00 Article 24 contains all matters agreed to by the parties pertaining to Continuing Education teachers, and no other articles within this agreement shall be applied, or deemed to apply, to Continuing Education Teachers.
- 4:01 Continuing Education teachers are employed to teach a continuing education course or class established in accordance with the regulations for which a valid certificate of qualification or a letter of standing as a teacher is required by the regulations.

ARTICLE XXIV (Cont'd.)

- 4:02 The Board recognizes the right of FWTAO and OPSTF to represent, and to negotiate on behalf of, all members of the Branch Affiliates employed by the Board under Contract Form 3, as set out in the Education Act.
- 4:03 The Branch Affiliates recognize the sole and exclusive right of the Board to manage the Continuing Education Programs of the Board.
- 4:04 Continuing Education Programs provided by the Board consist of
  - Summer School
  - Continuous Intake Programs.
- 4:05 Additional Continuing Education courses or classes established by the Board in accordance with Article 24:01 shall be governed by this Article.
- 4:06 Rates of pay, following, include vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

September 1, 1991

September 1, 1992

Summer School

- Teachers	\$32.92 per classroom hour	\$34.40 per classroom hour
- Principals	\$5,157.	\$5,389.

Continuous Intake

- Teachers	\$27.70 per classroom hour	\$28.95 per classroom hour
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LETTER OF UNDERSTANDING

24  
9

The parties have agreed that incumbents holding positions in those job classifications under Article 17:06 on the effective date of the 1994-1995 Collective Agreement, will not receive a loss in salary, by ~~red-circling~~ the Teachers' salary until the gross salary including all allowances equals or exceeds the previous gross salary including all allowances and the responsibility allowance."

The Letter shall stand while the red-circling applies.

Employee Benefits

The premium cost of benefits provided in Article XI effective January 1, 1994 includes:

	<u>Annual Cost</u>	
	<u>Family</u>	<u>Single</u>
Major Medical	1,138.68	586.08
Dental	886.68	362.76
Life Insurance (\$135,000.)	437.40	437.40
A.D.&D. (\$135,000.)	32.40	32.40
Vision	148.32	56.76
Hearing	16.20	7.80
<b>Total</b>	<b>\$2,659.68</b>	<b>\$1,483.20</b>
cost Split: Board 80%	\$2,127.74	\$1,186.56
Teachers 20%	531.94	296.64

Teachers Estimated Net Cost

Changes to the Benefit Pool

- (i) On January 1, 1990, O.H.I.P. premiums were discontinued and the cost transferred to Board via a tax on gross payroll at approximately 2% (i.e., \$1200. on salary of \$60,000.)
- (ii) Life insurance coverage and A.D.&D. increased from \$120,000. maximum to \$135,000. maximum on January 1, 1992.
- (iii) Premium rate increases for other benefits will be effective January 1, 1992 and are yet to be determined by the Insurance Company.
- (iv) Vision Care plan will increase January 1, 1992 from the current \$150. over two years to \$200. over two years. Cost increase is approximately \$9,171.



LETTER OF UNDERSTANDING (Cont'd.)

Evaluation

The teachers agree that the Board's newly documented evaluation plan was developed on the premise of providing good public education. This material will be shared with staff, and real concerns reviewed with the Federations.

The Negotiating Committees agreed to discuss and make recommendations back to the next round of negotiations on the following issues:

GENERAL

The parties have agreed to assign the review of certain articles and/or issues to a committee for review and make a recommendation back to the negotiation committees. It is understood that recommendations will be subject to the agreement of the negotiating teams. Any tentative agreement will be subject to ratification by the Board of Trustees and the teachers' federations.

ARTICLE 6:00 - CATEGORY DEFINITION

The Teacher Board Relations Committee is currently reviewing this article as part of the previous negotiations. This work is to continue and upon completion, a recommendation is to be reported to the negotiating committees for consideration.

ARTICLE 11:01 - ELEMENTARY BENEFIT POOL

The parties have agreed that a sub-committee of three people from the Collective Bargaining Committee and three representatives from the Board, and any other necessary experts shall review Article 11:01 Elementary Employee Benefit Pool. The committee shall make recommendations to the Elementary Collective Bargaining Committee and the Negotiating Committee of the Board no later than August 31, 1995.

ARTICLE 17:00 - POSITIONS OF RESPONSIBILITY AND ALLOWANCES

17:05 (a) and (b) ADMINISTRATION FACTORS, and,  
17:02 (b) and (c)

LETTER OF UNDERSTANDING (Cont'd.)

The parties have agreed that a sub-committee of three people from the Collective Bargaining Committee and three representatives from the Board and any other necessary experts shall review Article 17:05 (a) and (b) in conjunction with 17:02 (b) and (c).

The committee shall make recommendations to the Elementary Collective Bargaining Committee and the Negotiating Committee of the Board no later than August 31, 1995. It is understood that for the duration of this Collective Agreement, the administrative time allowance for all schools will neither decrease nor increase because of the new Learning Resource Centre (LRC) Program.

ARTICLE 21:00 - CONDITIONS OF WORK

The Local Task Force will review the conditions of work and make recommendations regarding the changes to the class size guidelines necessary to support the requirements under the Social Contract Teacher Framework Agreement, to accommodate a 4.75% reduction in staff for September, 1996.

ARTICLE 22:00 - SURPLUS AND REDUNDANCY

The Local Task Force is currently reviewing this article in its entirety. This review is to continue and a recommendation brought back to the negotiating committees.

ARTICLE 22:40 - PERMANENT SUPPLY

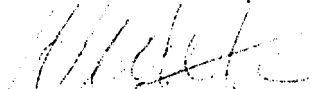
Concern was expressed by the Board regarding the impact of permanent supply should the Board be in a lay-off/redundancy position in September, 1996. The Local Task Force will review the impact and make recommendations to the negotiating committee.

I FREEZE DURING SOCIAL CONTRACT PERIOD

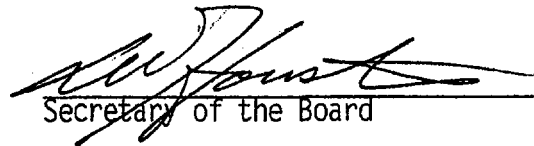
The Board has requested guidance to deal with the agreement at this time in view of the Social Contract period. The parties have agreed that the Local Task Force evaluate this proposal in view of the Social Contract and return with a recommendation to the negotiating committee.

IN WITNESS whereof The Kent County Board of Education has hereunto affixed its corporation seal, attested by its proper officers in that behalf.

THE KENT COUNTY BOARD OF EDUCATION



Chairman of the Board

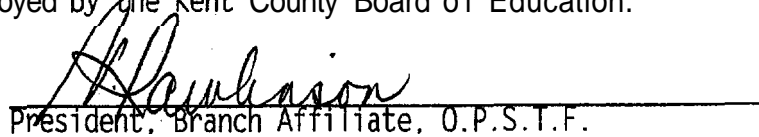


Secretary of the Board

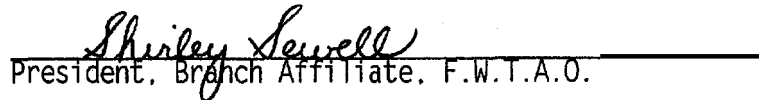


Chairman of the Elementary Negotiating Committee of the Board

IN WITNESS whereof the Branch Affiliates have executed this Collective Agreement attested by the Authorized representatives of the Branch Affiliates of the Kent County Women Teachers' Association and the Ontario Public School Teachers' Federation representing the teachers employed by the Kent County Board of Education.



President, Branch Affiliate, O.P.S.T.F.



President, Branch Affiliate, F.W.T.A.O.



Negotiator, Kent Elementary Teachers' Branch Affiliates Economic Policy Committee



Collective Bargaining Representative, Branch Affiliate, F.W.T.A.O.



Collective Bargaining Consultant, Branch Affiliate, O.P.S.T.F.

APPENDIX I

THE EMPLOYMENT STANDARDS ACT

PREGNANCY AND PARENTAL LEAVE: :

15. In this Part,
- "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; ("parent")
- "parental leave" means a leave of absence under subsection 38a (1); ("conge parental")
- "pregnancy leave" means a leave of absence under subsection 36 (1). ("conge de maternite") 1990,c.26,s.2,part.
16. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date. 1990,c.26,s.2,part.
17. (1) Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin: and
- (b) a certificate from a legally qualified medical practitioner that,

37. (2) (b) (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or  
(ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. 1990,c.26,s.2,part.
38. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the date that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.
- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. 1990,c.26,s.2,part.
- 38a. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child: or
- (b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. 1990,c.26,s.2,part.
- 38b. (1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

- 8b. (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. 1990, c.26, s.2, part.
- 8c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. 1990, c.26, s.2, part.
- 8d. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date;
- or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date:
- or
- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. 1990, c.26, s.2, part.
- 8e. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority continues to accrue during pregnancy leave or parental leave. 1990, c.26, s.2, part.

- 8f. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.
- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
  - (b) the wages that the employee would be earning had the employee worked throughout the leave. 1990,c.26,s.2.part.
- 8g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. 1990,c.26,s.2,part.
- 8h. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force and who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work.
- (2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if,
- (a) the stopping of work was related to the person's pregnancy; and
  - (b) when the person stopped work, she was not entitled to pregnancy leave. 1990,c.26,s.2,part.

- 8i. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave and had section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped work or before the pregnancy leave ended.
- (2) A person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.  
1990,c.26,s.2,part.
- 8j. Section 38e does not apply in respect of any period before this section comes into force. 1990,c.26,s.2,part.
9. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee, R.S.O.1908,c.137,s.39.