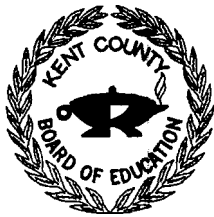


COLLECTIVE
Agreement

SEPTEMBER 1, 1996- AUGUST 31, 1998

BETWEEN:



*The Kent County
Board of Education*

AND:

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

JUNE 1997

TO: [illegible]
DATE: [illegible]

04828(08)

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THIS COLLECTIVE AGREEMENT dated this 25th day of June, 1997.

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.

Article II (continued)

RECOGNITION: (Cont'd.)

- 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.
- 2:03 (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

M A N A G E M E N T :

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:

- 3:01 to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Elementary School system;
- 3:02 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;
- 3:03 to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and provide the Pupil Teacher Ratio as outlined in the provisions of Article 21:00;

ARTICLE III (Cont'd.)

MANAGEMENT RIGHTS: (Cont'd)

3:04 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:

4:01 Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Collective Agreement.

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.

ARTICLE V

IMPLEMENTATION:

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.

ARTICLE V (Cont'd.)

IMPLEMENTATION: (Cont'd.)

- 5:03 (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.

- 5:04 (a)** Part-time teachers shall be paid on a salary pro-rated on the salary grid according to qualifications and experience.
- (b)** Part-time teachers shall have statutory sick leave days pro-rated for the school year and shall be allowed to accumulate them.
- (c)** 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.
- (d)** A part-time teacher who wishes to teach full-time, shall apply in writing for a full-time assignment by April 8 for the following school year. The request will be granted subject to the provisions of Article 22.

ARTICLE V (Cont'd.)

IMPLEMENTATION: (Cont'd.)

- 5:05 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.
- 5:06 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

TEACHING CERTIFICATES.

- 6:01 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) Vocal Music B Supervisor's Certificate;
 - e) Instrumental Music Specialist Certificate;
 - f) Teaching of Trainable Retarded Children Elementary Certificate;
 - g) Temporary Certificate as Teacher of French in Elementary Schools;
 - h) A Letter of Standing or Letter of Permission issued by the Ministry of Education.
- 6:02 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.

ARTICLE VI (Cont'd)**603 CATEGORY DEFINITIONS**

For purposes of Pay Equity Adjustment see Appendix II for definitions of Category 1, 2 or 3.

Category A

- a) Elementary School Teacher's Certificate or its equivalent;
-or-
- b) Qualifications less than those required for placement in Category A1.

Category A1

- 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.

Category A2

- 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.

ARTICLE VI (Cont'd.)**6:03 CATEGORY DEFINITIONS****Category A3**

- a) **A Bachelor of Arts Degree (Honours) with 1st or 2nd Class Standing PLUS an Elementary School Teacher's Certificate, Standard Four;**
- b) **Category A2 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);**
- c) **Category A2 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.**

ARTICLE VI (Cont'd.)

6:03 **CATEGORY DEFINITIONS** (Cont'd.)

Category A4

- a) **Category A3 as outlined above PLUS one of:**
 - 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 A3 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).**

NOTE:

- 1. **If a teacher is using Ontario Ministry of Education courses to advance in Categories beyond Category A1, he/she may use a maximum of eight (8) such courses in progressing from Category A1 to Category A3 or A4.**

- 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 A3 and Category A4 must be beyond first year level.**

ARTICLE VI- (Cont'd.)

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.
- cl University courses, when 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

For an explanation of Pay Equity Adjustments and appropriate placement on the grid, see Appendix III.

ARTICLE VII

CONTRACTS

- 7:01 Probationary and Permanent Contracts shall be as defined in the Education Act, 1990.
- 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.

ARTICLE VIII (Cont'd)**8:01 a) BASIC SALARY GRID:**

Yrs.Exp. <u>Sept 1/96</u>	CATEGORY				
	A	A1	A2	A3	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	35,041	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

b) Cost Allowance

If C.P.I. average for July, 1992 exceeds July, 1991 by more than 5.0%, the Basic Salary Grid (8:01 (a), 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:

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

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 $\frac{176.8 + 178.6}{2} = 127.7$
- (iii) C.O.L.A. factor, correct to 4 decimal places, shall not exceed 1.0150.

ARTICLE VIII (Cont'd)

8:01 Cost of Living Allowance

- (c) 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.

(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 IX

ADDITIONAL 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 covered by this Collective Agreement, with duties authorized by the Board that require travelling, shall be reimbursed 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. Principals' travel shall be budgeted centrally.

9:03 Relocation Allowance

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

- (a) 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.
- (b) 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

- 10:01 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.
- 10:02 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.
- 10:03 (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.
- (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

- 11:01 (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.
- (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.

ARTICLE XI (Cont'd)

ELEMENTARY EMPLOYMENT BENEFIT POOL (Cont'd.)

- 11 :01 (d) Group Life Insurance Plan comparable to Policy 32150GH of Great West Life, providing coverage of 3 times basic salary to a maximum of \$135,000.
- (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 \$135,000.
- (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;
 - (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.
- (g) Vision Care Plan comparable to Policy 32150GH of Great West Life, providing service to a maximum of \$200. over two calendar years.
- (h) Hearing Care Plan comparable to Policy 32150GH of Great West Life, providing service to a maximum of \$300. over two calendar years.
- 11:02 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 .
- 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.

ARTICLE XI (Cont'd)

ELEMENTARY EMPLOYEE BENEFIT POOL (Cont'd.)

- 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:
- (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 .
 - (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.

ARTICLE XII (Cont'd)

CUMULATIVE SICK LEAVE; (Cont'd.)

- 12:01 (e) Each eligible teacher shall be entitled to have the unused portion of annual statutory sick leave transferred as cumulative Sick Leave Credit.
- (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.

12:02 **SICK LEAVE CREDIT GRATUITY:**

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

$$a \quad x \quad b \quad x \quad c \quad = \quad \$ \text{ (Retirement Gratuity)}$$

$$200 \quad \quad 20 \quad \quad 2$$

Article XII (Cont'd)

12:02 SICK LEAVE CREDIT GRATUITY: (Cont'd.)

- (c) 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 XIII

LEAVE OF ABSENCE:

- 13:01 (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)

13:01 LEAVE OF ABSENCE: (Cont'd.)

- (b) Deductions from Sick Leave Credits may be made for personal illness only.

13:02 Compassionate leave will be granted without loss of pay as follows:

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

13:03 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.

13:04 Examinations

- (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.

13:05 University Convocation

- (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.

ARTICLE XIII (cont'd)

LEAVE OF ABSENCE: (Cont'd.)

13:05 University Convocation

- (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.

13:06 Pregnancy and/or Parental Leaves

(a) E m p l o y m e n t

A teacher may request and the Board shall grant Pregnancy and/or Parental Leave as provided for by the current Employment Standards Act. (Appendix I)

(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.
- (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.
- (4) Upon her return to duty, the teacher shall:

ARTICLE ' d)

LEAVE OF ABSENCE; (Cont'd.)

- 13:06 (b) (v) a) return to a position at the same level of responsibility as that from which she took leave, if such position is available;
- b) retain the benefits accrued to the commencement of the leave; and be placed on the salary schedule according to her years' experience and certification.
- (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.

13:07 **Adoption Leave;**

- (a) A teacher who wishes to adopt a child shall be granted a leave of absence as provided for by the current Employment Standards Act. (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).

ARTICLE XIII (Cont'd)**LEAVE OF ABSENCE; (Cont'd.)****13:08 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.

13:09 Federation Leave:

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:

- (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.

ARTICLE XIII (Cont'd)

LEAVE OF ABSENCE: (Cont'd.)

- 13:09** (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.

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) 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

ARTICLE XIII (Cont'd)

LEAVE OF ABSENCE (Cont'd.)

13:10 (c) (i) 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:

(a) the request must be received by April 8 of the year in which the leave is to begin;

(b) a qualified replacement, acceptable to the Board, is available;

(c) the leave shall be without pay;

(d) 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.

1 ARTICLE XIII (Cont'd)

LEAVE OF ABSENCE; (Cont'd.)

- 13:10 (e) (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.

13: 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.

(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: 1 1 (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.

ARTICLE XIII (Cont'd)

13:11 Deferred Salary Leave Plan

(c) Application

- (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.**
- (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.**

ARTICLE XIII (Cont'd)**Deferred Salary Leave Plan****13:11 (d) Terms of Reference**

- (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.
- (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.

ARTICLE (Cont'd)

Deferred Salary Leave Plan

13: 11 (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:

- 14:01 (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:

- 15:01 (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 \$130,000 to the fund.
- (c)** The Branch Affiliates agree to administer the fund in accordance with the following guidelines:

ARTICLE XV (Cont'd.)

EDUCATIONAL LEAVE FUND (Cont'd.)

- 15:01 (c) 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 Human Resources 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.

ARTICLE XVI

RETIREMENT POLICY:

- 16:01 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 (d) and 17:06, shall not be 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) The duties of all Positions of Responsibility shall be approved by the Board.
- (b) A Principal will be appointed for each Elementary School Unit under the jurisdiction of the Board.
- (c) A Vice-Principal will be appointed to school locations selected by the Central Staffing Committee using the Administrative Time Calculation guidelines established by the Committee in Appendix IV.

ARTICLE XVII**POSITIONS OF RESPONSIBILITY AND ALLOWANCES (Cont'd.)**

- 17:02 (d) (i) In schools not assigned a Vice-Principal, the Board will appoint annually, a teacher, to act in the absence of the Principal. Where a suitable candidate, holding at least Principals' Course Part I, is available within the school, he/she shall be given preference.
- (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).
- (iii) A responsibility allowance of \$1,225 shall be paid in addition to salary and other allowances.

17:03 **Principal's Grid**

<u>Years of Experience</u>	<u>Salary</u>
0	\$73,624.
1	\$76,329.
2	\$79,033.

17:04 **Vice-Principal's Allowance:**

The following responsibility allowance of \$5,464 will be in addition to the salary provisions of 8:01 (a), 8:02, 8:03, 8:04, and 9:01.

17:05 **Administrative Time Allowance**

- (a) The Administrative Time allowance shall be determined annually by the Central Staffing Committee based on a system ratio of F.T.E. Administrators to F.T.E. student enrolment from the previous Ministry of Education Count Date. The Central Staffing Committee shall use the Administrative Time Calculation guidelines established by the Committee in Appendix IV to assist in the allocation of Administration Time.
- b) For September, 1996, the ratio of F.T.E. students to F.T.E. administrators shall be 202: 1.

ARTICLE XVII (Cont'd.)

POSITIONS OF RESPONSIBILITY AND ALLOWANCES (Cont'd.)

- 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.
- (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:
- | | |
|-------------|----------|
| Coordinator | \$9,453. |
| Supervisor | \$5,464. |

ARTICLE XVII

GRIEVANCE PROCEDURE

18:01 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.

- 18:02 (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 I.
- (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.

18:03 **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.)

GRIEVANCE PROCEDURE: (Cont'd.)

18:04 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.

18:05 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.

18:06 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.

18:07 Each of the Parties will jointly share the expenses of the Arbitrator, if any.

ARTICLE XVIII (Cont'd.)

GRIEVANCE PROCEDURE: (Cont'd.)

- 18:08 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.
- 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

STRIKE OR LOCK-OUT

- 19:01 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:

20:01 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.

20:02 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.

20:03 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

21:01 PUPIL TEACHER RATIO

- (a) (i) The Board shall establish by September 1 of each year, a Pupil Teacher Ratio (P.T.R.) of 16.59.

ARTICLE XXI

CONDITIONS OF WORK (Cont'd.)

21:01 PUPIL TEACHER RATIO

- (a) (ii) **Effective September 1, 1997 the P.T.R. may be increased by the Board to 16.75 to utilize one half of the additional staff created by the reductions in preparation time (Article 26:01). The September 1, 1997 P.T.R. does not preclude additional allocations to the underhiring account. This article shall be in effect until the terms of Article 21:04 have been satisfied.**

- (b) **This P.T.R. shall be defined as the number of Full Time Equivalent (F.T.E.) Elementary students divided by the number of Full Time Equivalent (F.T.E.) teachers. The F.T.E. teachers shall include all members of the Branch Affiliates.**

- (c) **The F.T.E. students shall be based on the enrolment as established on the Ministry of Education Count Date.**

- (d) **By November 15 of each year, the staff complement shall be within + /- one (1) F.T.E. teacher of the number required by the P.T.R.**

21:02 CENTRAL STAFFING COMMITTEE

- (a) **A Central Staffing Committee shall be established and shall include representatives of the Board and the Branch Affiliates. The objective of the Committee shall be to assure fair and equitable distribution of elementary staff.**

- (b) **The Central Staffing Committee shall arbitrate disputes arising from staffing allocation decisions in the schools.**

- (c) **The Central Staffing Committee may make adjustments to the staffing provisions to improve the operation of the school.**

- (d) **The Central Staffing Committee may call any resource required to assist in fulfilling the staffing objectives.**

- (e) **By the first week of March, the Board shall share with the Central Staffing Committee the present and projected enrolment figures and the projected staff complement for the following September.**

Article XXI (Cont'd.)

CONDITIONS OF WORK (Cont'd.)

21:02 (e) MEMBERSHIP

The Central Staffing Committee shall include the following members:

- One (1) Superintendent of Elementary Operations;
- One (1) Director of Human Resources;
- One (1) Principal selected by the Principals' Association;
- One (1) Vice-Principal selected by the Vice-Principals' and Supervisors' Association;
- Two (2) Branch Affiliate Presidents;
- Two (2) Board Trustees.

(f) **MEETING DATES**

The members of the Committee shall meet at the call of the Superintendent of Elementary Operations within a month of the signing of this Collective Agreement.

21:03 **ALLOCATION OF STAFF**

- (a) School Staffing Committees shall be established according to the guidelines developed by the Central Staffing Committee.
- (b) A committee equivalent to a School Staffing Committee shall be established at the Board Office to represent the system support staff and shall be composed of one Superintendent and two members of the system support staff.
- (c) Each School Staffing Committee shall develop a preliminary plan based on the projected September enrolment. The plan shall be submitted, by the date required by the Superintendent of Elementary Operations, for presentation to the Central Staffing Committee.
- (d) The Central Staffing Committee shall review individual school preliminary plans and recommend adjustments where necessary.
- (e) The Principal, in consultation with the other members of School Staffing Committee, shall deploy the F.T.E. staff assigned to the school.

ARTICLE XXI (Cont'd.)

CONDITIONS OF WORK (Cont'd.)

21:03 ALLOCATION OF STAFF

- (f) Appeals to the School Staffing Committee that are unresolved at the school level, will be heard by the Central Staffing Committee for adjudication and adjustment where deemed advisable.

21:04 INCREMENT RESTORATION

- (a) The purpose of this Article is to outline the method of restoring the salary of teachers who experienced a loss of increment due to the Social Contract.
- (b) The Branch Affiliates agree to establish an Underhiring Account of "Teacher Years" from September 1, 1996 to June 30, 2005. The number of Teacher Years shall be 49 which will be adjusted by September 1996 according to the calculation for Social Contract exit.
- (c) The Board and the Branch Affiliates agree to use attrition to reduce the Underhiring Account. One (1) Teacher Year shall be defined as the non-replacement of one (1) Full Time Equivalent (F.T.E.) teaching position for one (1) year. The Teacher Years shall be accumulated in this manner until the Underhiring Account is reduced to zero.
- (d) The Central Staffing Committee shall estimate by April 8, the number of F.T.E. positions that may be used to reduce the Underhiring Account which will be adjusted, if needed, by the Ministry of Education Count Date.
- (e) Subject to Article 21:04 (f), the Branch Affiliates agree that the Board may employ fewer staff than required by Article 21 :01 until the Underhiring Account objective has been achieved.
- (f) Elementary Teachers employed by the Board as of the last teaching day of June, 1996, shall not lose their teaching position with the Board as a result of Article 21:04.

21:05 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.

ARTICLE XXI (Cont'd.)

CONDITIONS OF WORK (Cont'd.)

21:03 ALLOCATION OF STAFF

- (f) Appeals to the School Staffing Committee that are unresolved at the school level, will be heard by the Central Staffing Committee for adjudication and adjustment where deemed advisable.

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- (d) The Central Staffing Committee shall estimate by April 8, the number of F.T.E. positions that may be used to reduce the Underhiring Account which will be adjusted, if needed, by the Ministry of Education Count Date.
- (e) Subject to Article 21:04 (f), the Branch Affiliates agree that the Board may employ fewer staff than required by Article 21:01 until the Underhiring Account objective has been achieved.
- (f) Elementary Teachers employed by the Board as of the last teaching day of June, 1996, shall not lose their teaching position with the Board as a result of Article 21:04.

- 21:05** 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.

ARTICLE XXI (Cont'd.)

CONDITIONS OF WORK (Cont'd.)

21:06 (i) Each Teacher shall be allocated one hundred and sixty (160) minutes for preparation time during the school week established by the Board.

(ii) The school week for Teachers shall consist of 1500 minutes composed of 1340 minutes of instructional time and 160 minutes of preparation time. The Teacher school week excludes recesses and lunch.

21:07 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:

22:00 **General Statement:**

This Article is not, and shall not be, a substitute for incompetency proceedings.

Definitions:

22:01 **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.

|| 22:02 **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.

22:03 **Qualifications:**

Qualifications refers to the professional qualifications for a teacher as prescribed in the regulations established by the Minister of Education.

ARTICLE (Cont'd.)

SURPLUS AND REDUNDANCY: (Cont'd.)

22:04 Seniority:

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

22:05 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.

SENIORITY LIST

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 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.

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;

ARTICLE XXII (Cont'd)

SURPLUS AND REDUNDANCY: (Cont'd.)

- 22:09 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.**
 - (g) by lot drawn by the Director of Human Resources or designate in the presence of the affiliate's Presidents or designates.**
- 22:10 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 22:08 and subject to the provisions of Article 22:35, and by deleting from the list the names of teachers whose contracts have been terminated.**
- 22:11 The revised Seniority List will be published by October 15 and April 1 each year.**
- 22:12 The Kent County Board of Education will fulfil its publishing obligations by submitting thirty five (35) copies to the Presidents of the Branch Affiliates.**

Determination of Surplus Staff Position:

- 22:13 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.**

ARTICLE XXII (Cont'd)

SURPLUS AND REDUNDANCY: (Cont'd.)

- 22:14 The Principal of each Elementary School shall determine surplus staff positions for his/her school by considering the following; program needs for students as approved by the Board and/or qualifications of incumbent staff and teaching experience in subjects required to provide the programs approved by the Board, and/or the Elementary School Teachers' Seniority List.
- 22:15 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.
- 22:16 A surplus teacher shall not be declared redundant as long as there is a teacher on the Elementary School Teachers' Seniority List with equal qualifications and less seniority.
- 22:17 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.
- 22:18 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.
- 22:19 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, before the school year begins, 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, before the school year begins, 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.
- 22:20 (a) A surplus teacher, who refuses a new assignment, shall have his/her contract terminated, effective December 31 or August 31.

ARTICLE XXII (Cont'd.)**SURPLUS AND REDUNDANCY: (Cont'd.)**

- 22:27 (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:

- 22:28 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.

- 22:29 (a) When an Elementary School teaching vacancy occurs after the June 15th postings, 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, within three (3) working days, of his/her intention to become qualified and provide proof of qualifications prior to the commencement of the teaching position.

- 22:30 The Board will make every effort to use teachers on the Elementary School Teachers' Recall List for Elementary School supply teaching.

- 22:31 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.

- 22:32 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.



ARTICLE XXII (Cont'd)

SURPLUS AND REDUNDANCY: (Cont'd.)

- 22:32 (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.
- 22:33 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.
- (iii) 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.
- 22:34 (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.
- 22:35 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

- 23:01 This Collective Agreement shall supersede all previous salary agreements and shall be effective as of September 1, 1996 to August 31, 1998, 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.

ARTICLE XXIV

CONTINUING EDUCATION

- 24:00 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.
- 24:01 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.
- 24:02 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.
- 24:03 The Branch Affiliates recognize the sole and exclusive right of the Board to manage the Continuing Education Programs of the Board.
- 24:04 Continuing Education Programs provided by the Board consist of
 -Summer School
 -Continuous Intake Programs.
- 24:05 Additional Continuing Education courses or classes established by the Board in accordance with Article 24:01 shall be governed by this Article.
- 24:06 Rates of pay, following, include vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

<u>Summer School:</u>	<u>Teachers</u> \$34.40 per classroom hour	<u>Principals</u> \$5,389.
<u>Continuous Intake</u>	\$28.95 per classroom hour	

ARTICLE XXV

RELEASE OF INFORMATION

- 25:01 The Kent County Board of Education will provide to the Branch Affiliates, by October 15 of each year, a list consisting of the name, address, and telephone number of each Elementary School Teacher under contract. This information will be used to compile the Kent County Elementary School Teachers' Directory.

LETTER OF INTENT

1:00 SCHOOL STAFFING COMMITTEE

The Central Staffing Committee shall meet within one month of the signing of this Collective Agreement and will be responsible for the following tasks:

- a) develop terms of reference;
- b) construct guidelines for the composition and functions of the School Staffing Committees;
- c) update the school programs to be used for Administrative Time Calculations in Appendix IV.

Upon completion, the above shall be adopted, subject to approval by the Board and the Branch Affiliates.

2:00 POSTING OF ELEMENTARY SCHOOL TEACHING VACANCIES

For the duration of the 1995-1996 Collective Agreement, the Branch Affiliates agree to waive the conditions of Article 22:21 and substitute it with the following language:

The Kent County Board of Education shall post in each Elementary School a list of vacant Elementary School positions during the week of June 1, and the week of June 15. After the postings in the week of June 15 are concluded, all qualified surplus and redundant teachers will be placed based on available positions. Subsequent permanent vacancies will be posted as they occur.

3:00 PART TIME LEAVES OF ABSENCE

This Article has been developed to afford teachers the opportunity to participate in a Part-time Leave of Absence and shall commence on September 1, 1996.

3:01 The Leave of Absence shall be for a portion of a school day, a school term, and/or a school year.


3:02 A teacher who receives a Leave of Absence under this Article shall be eligible for salary and allowance, experience credit for salary purposes, and sick leave accumulation, with each being pro-rated to the percentage of teaching time.

LETTER OF INTENT (Cont'd.)

- 3:03** A teacher who receives a Leave of Absence under this Article shall be allowed to participate, on a pro-rated basis, in all benefits covered under this Collective Agreement.
- 3:04** The Board agrees to make salary deductions, for purposes of Teacher Pension Plan payments, based on full time salary and allowances.
- 3:05** Applications for a Leave of Absence under this Article shall be forwarded to the Director of Human Resources by March 31. Written acceptance or denial of the teachers' request, with an explanation, will be forwarded to the teacher by April 15.
- 3:06** Teachers granted this leave shall notify the Board of their intention to return to full-time teaching by April 8. The Board shall endeavour to return the teacher to his/her former grade assignment or to a similar position at the same school.
- 4:00** The parties agree that during the life of this agreement additional training will be provided to a teacher in each school location for the implementation of information technology within the library.
- 5:00** As a result of excess savings upon exit from the Social Contract, a .84 F.T.E. teacher will be credited to the underhiring account.
- 6:00** It is the intent of both parties that current teaching staff shall not lose their employment due solely to changes in preparation time. (Article 21:06)

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

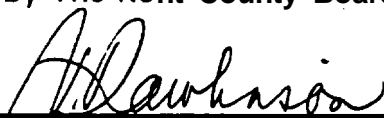




Secretary of the Board

"Brian Doidge"
Chairperson of the Elementary Negotiating
Committee of the Board

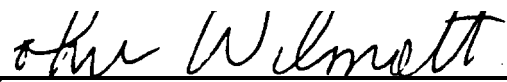
IN WITNESS whereof the Branch Affiliates have executed this Collective Agreement attested by the Authorized representatives of the Branch Affiliates of the Kent County Women Teachers' Association and the Ontario Public School Teachers' Federation representing the teachers employed by The Kent County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



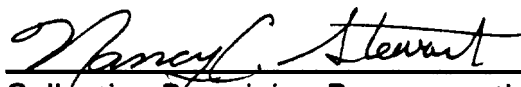
President, Branch Affiliate, O.P.S.T.F.



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



Chief Negotiator, Kent Elementary Teachers' Branch
Affiliates, Negotiation Officer, O.P.S.T.F.



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

APPENDIX I

THE EMPLOYMENT STANDARDS ACT

PREGNANCY AND PARENTAL LEAVE:

35. 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.

36. (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.
37. (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,

APPENDIX I (Cont'd)

- 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.

APPENDIX J (Cont'd)

- 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.**
- (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.**
- 38c. 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.**
- 38d. (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.**
- 38e. (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.**

APPENDIX J (Cont'd)

- 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.**
- (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.**
- 38c. 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.**
- 38d. (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.**
- 38e. (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.**

APPENDIX I (Cont'd)

- 38h. (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.**
- 38i. (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.**
- 38j. Section 38e does not apply in respect of any period before this section comes into force. 1990,c.26,s.2,part-t.**
- 39. 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.**

APPENDIX II

DEFINITIONS OF CATEGORIES 1,2, and 3.
FOR PAY EQUITY ADJUSTMENTS

CATEGORY DEFINITIONS.

Category One

- (a) Elementary School Teacher's Certificate, or its equivalent;
- o r -
- (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;
- o r -
- (b) A.R.C.T. or A.T.C.M. PLUS a Teacher's Certificate;
- o r -
- (c) Elementary School Teacher's Certificate, Standard Two;
- o r -
- (d) 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;
- o r -
- (b) Elementary School Teacher's Certificate, Standard Three;
- o r -
- (c) Association of the College of Art (a four (4) year Diploma Course);
- o r -
- (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) Primary Specialist's (non-degree two (2) year course).

APPENDIX III

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 (Appendix II) 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 1 experience step of Category A, except as follows:
 - (i) A teacher who has, under the terms of this Agreement, qualified to move to Category A1, A2, A3, or A4, shall do so,
 - or
 - (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.

APPENDIX III (Cont'd)

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 experience step of Category A except as outlined in 6:05 (b) (ii).

APPENDIX IV**ADMINISTRATIVE TIME CALCULATIONS**

The Central Staffing Committee shall update the following Administrative Time Calculations and use the completed criteria as guidelines only when allocating Administrative Time.

Administrative Time Factors:

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

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

APPENDIX IV (Cont'd)

Programs to receive a factor are as follows: (Cont'd)

- 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 F.T.E. teacher in a Learning Resource Centre will count as one factor.

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

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.

