

OFFICE OF

JUL 12 2001

COLLECTIVE BARGAINING  
INFORMATION

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UPPER GRAND DISTRICT SCHOOL BOARD**

**AND**

**ELEMENTARY TEACHERS' FEDERATION  
OF ONTARIO**

**UPPER GRAND LOCAL**

FILE No. 801 0312

CERT. FILE

CERT. DATE

MALE EMPS

F/MLE EMPS

TOTAL EMPS 1144

EFF. DATE 01-Feb-00

EXP. DATE 31-Aug-02

CODING CONTROL DATE CODERT

IDENT CODED

SUB. PROVS CODED

**FOR THE PERIOD**

SEPTEMBER 1, 2000 TO AUGUST 31, 2002

Received - union

Received - employer

Received - other \_\_\_\_\_

11220002

## TABLE OF CONTENTS

<b>ARTICLE 1 - Purpose</b> .....	1
<b>ARTICLE 2 - Scope and Recognition</b> .....	1
<b>ARTICLE 3 - Union Dues and Assessments</b> .....	1
<b>ARTICLE 4 - Rights and Responsibilities</b> .....	1
Reasonable Exercise of Rights .....	1
No Discrimination .....	2 - 3
Evaluations .....	3
Terminations .....	3 - 4
<b>ARTICLE: 5 - New Positions and Vacancies</b> .....	4
Definition of Vacancy .....	4
Creation of New Position .....	4 - 5
<b>ARTICLE 6 - Transfer</b> .....	5
Transfer to Distant Location .....	5
Moving Allowance .....	5 - 6
Board Requested Transfers .....	6
Transfer Other Than for September 1 .....	6
Surplus Situations .....	6
Transfers for Professional Growth and Development .....	6
Exchange of Teachers .....	6
<b>A R T I C L E 7 - P r o b a t i o n a r y P e r i o d .</b>	7
<b>ARTICLE 8 - Access To Information</b> .....	7
Documents Respecting Performance or Conduct .....	8
Signature Not Approval .....	8
Adverse Material To He Removed .....	8
Access to Hoard Minutes .....	8
Data for Negotiations .....	8 - 9
Access to Member Information .....	9
Accuracy May He Disputed .....	9
<b>ARTICLE 9 - Copies Of The Collective Agreement</b> .....	9
<b>ARTICLE 10 - Salary And Allowances</b> ... ..	9
Credits and Contributions .....	9 - 10
Method of Payment .....	10 - 11
Grid Placement .....	11 - 12
Salary Grids - September 1, 2000 .....	12 - 13
Allowance for Post Graduate Degrees .....	13 - 14
Credit for Teaching Experience .....	14
Related Experience .....	14 - 15
Category Classification .....	15
Category Changes .....	15
Allowance For Additional Responsibility .....	15 - 16
Payroll Deductions .....	16
<b>ARTICLE 11 -Expenses..</b> .....	16
Expense Allowance .....	16

	Reimbursement for Teachers for Expenses Incurred on Board Business	16-17
	Travel Expenses	17
<b>ARTICLE 12 - Working Conditions</b>		17
	School Year	17
	Supervision	17 - 18
	Instructional Time - Effective September 1, 2001	18
	Preparation Time - Effective September 1, 2001	18
	Lunch Break	18
	Time for Travelling	1X
	Travel Between Two Schools	18
	Teacher Absence	18 - 19
	Teacher in Charge	19
<b>ARTICLE 13 - Staffing</b>		19
	Average Class Size	19
	Staffing Committees	20 2 1
	Determination of Staff	21
<b>ARTICLE 14 - Medical Procedures</b>		22
<b>ARTICLE 15 - Occupational Health And Safety</b>		22
<b>ARTICLE 16 - Temporary Principals and Vice-Principals</b>		22
<b>ARTICLE 17 - Harassment</b>		2 3
<b>ARTICLE 18 - Benefit Plans</b>		2 3
	Extended Health and Dental Plans	23-24
	Group Life and AD&D	2 5
	Employee Assistance Plan	25
	Long Term Disability	25 26
<b>ARTICLE 19 - Sick Leave</b>		26
	Sick Leave Account	26
	Sick Leave Credit Accumulation	26
	Pro-rated for Part-time	27
	Leaves of Absence	27
	Account Debited	27
<b>ARTICLE 20 - Leaves of Absence Without Pay</b>		28
	Leave for Public Office	28
	Return From a Leave	28
<b>ARTICLE 21 - Short-Term Paid Leaves of Absence</b>		29
<b>ARTICLE 22 - Pregnancy/Parental Leave</b>		29
	Extended Pregnancy and Parental Leave	30
	Extended Leave Benefits	30
	Supplementary Employment Benefit Plan (SEB) Plan	30
	Absence Due To Birth or Adoption	31
<b>ARTICLE 23 - Deferred Salary Leave Plan</b>		31
	Application	32
	Financial Provision	32
	Additional Conditions and Terms of Reference	33 - 34
<b>ARTICLE 24 - Union Release Time / Leave</b>		34 - 36

ARTICLE	25	-	Retirement	Gratuity	36	-	38
ARTICLE	26	-	Seniority		38	-	39
ARTICLE 27 - Lay-Off, Recall And Surplus To School	40						
Notice of Possible Lay-Off	40						
L a a y - O f f	40						
Individual Notice	40						
Recall	40-41						
Leave for Upgrading or Retraining	42						
Teacher Surplus To A School	42						
ARTICLE 28 - Part-Time Assignments	43						
Definition of Teacher on Part-Time Assignment	43						
Increase in Teaching Time	43						
Part-Time Leave	43						
Scheduling of Assignments/Duties	43						
ARTICLE 29 - Grievance And Arbitration Procedure	43						
Definition of Grievance	43-44						
Grievance Procedure	44-45						
Steps of the Grievance Procedure	45-46						
Arbitration - Single Arbitrator	46						
Decision of the Arbitrator	46						
Board of Arbitration	46						
Powers of the Board of Arbitration	47						
Decision of the Board of Arbitration	47						
Expenses of the Arbitrator or Board of Arbitration	47						
ARTICLE 30 - Strike or Lockout	47						
Strikes and Lockouts	47						
Strike by Other Board Employees	47						
ARTICLE 31 - Union Representatives	47						
School Budget	48						
ARTICLE 33 - Professional Development	48						
Professional Development Allowance	48-49						
ARTICLE 34 - Duration and Renewal	49						
Remains in Effect Until Notice Given	49						

**APPENDICES:**

- APPENDIX A - Travel Allowances Policy/Reimbursement of Expenses (Article 11.03)**
- APPENDIX B - Health Support Services Policy (Article 14.01.1)**
- APPENDIX C - Workplace Early Intervention Program (WEIP) (Article 19.09)**
- APPENDIX D - Absences and Leaves (Article 21.01)**
- APPENDIX E - Prescribed Drugs (Article 18.03)**
- APPENDIX F - Sick Leave Account (Article 19.01)**
- APPENDIX G - QECO 5**
- APPENDIX H - Harassment Policy**

## **ARTICLE 1 - PURPOSE**

### **1.01**

It is the purpose and intent of the Parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

### **2.01**

The employer being the Upper Grand District School Board (hereinafter referred to as "The Board") recognizes the Elementary Teachers Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel, save and except Occasional Teachers.

### **2.02**

The Union will inform the Board from time to time of who is authorized to act on behalf of the Union and will update this information each time it changes.

## **ARTICLE 3 - UNION DUES AND ASSESSMENTS**

### **3.01**

The Board shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Union within 30 days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

### **3.02**

The payment shall be accompanied by a dues submission list showing the names, wages earned, and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form,

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

### **Reasonable Exercise of Rights**

#### **4.01**

The Board agrees to exercise its management rights in a manner which is in accordance with the acts and regulations of the Province of Ontario and with this Collective Agreement and which is neither discriminatory, nor in bad faith.

## **Statutory Responsibilities**

### **4.02**

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

### **4.03**

Without limiting the generality of the foregoing, the Board's rights shall include:

- a) the right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
- b) the right to determine, alter and eliminate services, programmes and courses offered;
- c) the right to discipline, including disciplinary demotion;
- d) the right to dismiss and layoff Teachers;
- e) the right to determine the number of Teachers to be employed, the number of students to be allocated to a programme, class size, and subjects to be taught;
- f) the right to designate or establish departments, organizational units or areas of study;
- g) the right to select individuals to positions of responsibility, and to determine job functions;
- h) the right to make, change and enforce reasonable rules and regulations;
- i) the right to determine the hours of the school day, the instructional year and the Board designated holidays to be observed.

## **No Discrimination**

### **4.04.1**

The Board and the Teachers agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offenses; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; sexual orientation; nor by reason of participation in the lawful activities of the Union.

### **4.04.2**

All Teachers covered by this Collective Agreement shall be given:

- a) Equal pay for equal qualifications and experience; and
- b) Equal opportunities for:
  - i) teaching positions;
  - ii) positions of added responsibility;
  - iii) benefits;
  - iv) leaves; and
  - v) educational improvements.
- c) This clause shall not override or modify any other provision of the Collective Agreement.

## **Evaluations**

### **4.05**

Only supervisory officers and elementary Principals and Vice-Principals shall evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.

### **4.06**

The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedure shall be developed in consultation with the Union. Teachers shall be evaluated only in accordance with these policies/procedures. Such policies/procedures shall include the following:

- a) all evaluations shall be in writing and signed by the evaluator(s) with a copy to the Teacher;
- b) the Teacher shall be given at least one school day's prior notice of any formal observation;
- c) the teacher may request that s/he be observed in other situations within the Teacher's assignment at the same school. Such request shall not be unreasonably denied;
- d) a meeting shall be held to review and discuss the evaluation, prior to the summative report;
- e) the summative report shall be given to the Teacher within fifteen (15) working days of the completion of the formal evaluation process;
- f) the Teacher shall be given ten (10) working days to review, sign and make written comments regarding the summative report. There shall be a designated area on the summative report for teacher comments.

## **Just Cause**

### **4.07**

No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within seven (7) calendar days from the time the Teacher is informed of any such action.

## **Terminations**

### **4.08.1**

The Board and a Teacher are required to give notice in writing of either party's intent to terminate the Teacher's employment on or before November 30 and May 31 for effect on December 31 and August 31 respectively, together with written reasons therefore.

Notwithstanding the above, the Board reserves the right to terminate the employment of a teacher at any time for just cause.

This provision does not apply to lay-offs in accordance with Article 27 - Lay-Off and Recall.

**4.08.2**

Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.

**4.09**

The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and the Union concerning any matter.

**ARTICLE 5 - NEW POSITIONS AND VACANCIES**

**Definition of Vacancy**

**5.01**

A vacancy is a position within the Board, which is covered by this Collective Agreement and which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.

**Creation of A New Position**

**5.02.1**

Should the Board create a new position which does not currently exist within this Collective Agreement and which would be covered by this Collective Agreement, the Parties shall negotiate the allowances, if any, for the new position.

**5.02.2**

If no agreement is reached prior to the effective date of the appointment, the incumbent shall be paid the allowance set by the Board until the Parties have reached agreement on the amount of the allowance, if any. This agreement shall be retroactive to the effective date of the appointment.

**5.03**

The Board shall post in every school a notice of every new position and every vacancy at least two (2) school days before the position or vacancy is to be filled. Concurrently, a copy of such notice shall be sent to the Union.

**5.04**

All postings shall include the title of the position, requisite experience if any, qualifications, allowances (if applicable), effective date and, if it is a term position, the probable duration,



**5.05**

Should the Board be unable to fill a new position or a vacancy from among the Teachers covered by this Collective Agreement, including those who were terminated under Article 27 - Lay-Off and Recall and including part-time Teachers requesting full-time assignments, where possible the Board shall give preference to those Occasional Teachers on the Board's Elementary Occasional Teachers' List who have applied for the position, provided they are qualified.

**ARTICLE 6 - TRANSFER**

**Transfer to Distant Location**

**6.01**

Except by mutual consent, no Teacher shall be transferred by the Board from one school to another school which is more than 40 kilometers from the original school.

**6.02**

All Teachers who are transferred during the school year shall be entitled to two (2) school days to prepare for the new assignment.

**Moving Allowance**

**6.03**

The Board shall pay \$400 cash for moving expenses actually incurred, or upon issuance of a receipted notice from a licensed mover, the Board shall pay up to a maximum of \$1,000 to defray part or all of the moving costs incurred by a Teacher in the following situations:

- a) Board requested transfer to assist programme;
- b) transfer of a Teacher, who does not hold a position of added responsibility, not initially considered surplus to a school, to assist with staff placement.

It is understood that the transfer must result in the moving within twelve (12) months of the transfer to a location closer to the new work station and the distance between work stations is in excess of forty (40) kilometers. It is understood that such relocation must be within the jurisdiction of the Upper Grand District School Board to be eligible for the moving allowance.

**Teacher Requested Transfers**

**6.04.1**

A Teacher who has applied for a transfer shall receive notification by Human Resources of receipt of the request for transfer by April 1<sup>st</sup>. The teacher can assume that the Teacher requested transfer has not been granted if s/he has not heard of the new placement by June 10<sup>th</sup>.

**Board Requested Transfers**

**6.05.1**

The Teacher shall be consulted and notified in writing of the proposed transfer with the specific reasons by April 30.

**6.05.2**

The Teacher's opinion with respect to the transfer shall be considered, and so far as possible shall be respected, having regard always to legal and programme requirements. However, Teachers should understand that they may be given any teaching assignment for which they are qualified.

**6.05.3**

Teachers shall receive written notification of their new teaching assignment on or before June 10.

**Transfers Other Than for September 1**

**6.06.1**

During the year, the Board may request a transfer in the event of an emergency.

**6.06.2**

The Board shall, where possible, notify a Teacher, in writing, of the proposed transfer at least twenty (20) school days before the effective date of this transfer.

**Surplus Situations**

**6.07**

For the purposes of declaring a Teacher as being surplus to school, a Teacher shall be considered to be in the position s/he holds on April 1. If a Teacher who has finalized a transfer is declared surplus, the transfer is nullified for all who were involved in it.

**Transfers for Professional Growth and Development**

**6.08**

The Board and the Union encourage Teachers to seek transfers for professional growth and development. In the event that such transfer is not effected within ten (10) years, the Board will consider transferring the Teacher. For clarification, the ten (10) year time frame referred to in this clause begins on September 1, 1998.

**Exchange of Teachers**

**6.09**

The Board and the Union encourage short-term (maximum of two years) inter-panel exchanges of Teachers. Mutual agreement between the Teacher, the Principals and the Superintendents of Education concerned is required.

**ARTICLE 7 - PROBATIONARY PERIOD**

**7.01**

Teachers newly hired by the Board shall be considered probationary Teachers during the first twelve (12) months of continuous employment, exclusive of leaves in excess of thirty (30) days.

**7.02**

At the end of the twelve (12) months probationary period, the Board shall:

- a) recognize the Teacher as a non-probationary Teacher; or
- b) extend the probationary period for an additional time not to exceed six (6) months, exclusive of leaves in excess of thirty (30) days; or
- c) terminate the Teacher's employment.

**ARTICLE 8 - ACCESS TO INFORMATION**

**Personnel Files**

**8.01**

The official personnel file respecting a Teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the Teacher for inspection in the presence of a supervisory officer or other person designated by the Director of Education. Such access shall be provided upon prior request at any reasonable time during the regular working hours of the department.

**8.02**

A Teacher shall be entitled upon request to a copy, without cost, of any materials contained in her/his personnel file.

**8.03**

Where a Teacher authorizes, in writing, access to her/his personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, upon prior request, in the presence of a supervisory officer or other person designated by the director of Education. As well, a copy of materials contained therein shall be provided if also authorized and requested.

**8.04**

A Teacher shall receive copies of any adverse materials placed in her/his personnel file within ten (10) calendar days of the material being filed.

**Documents Respecting Performance or Conduct**

**8.05**

Copies of any document respecting the conduct of a Teacher shall be given to the Teacher within seven (7) calendar days of the writing of such document.

**Signature Not Approval**

**8.06**

The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of; consent to, or agreement with, the contents.

**8.07**

A Teacher shall have the right to place material in her/his personnel file.

**8.08**

In the event that the Teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information where possible. If the Board is unable to amend the information, the Teacher's written dispute information remains in the file attached to the original document.

**8.09**

Where the Board amends such information as per clause 8.08, the Board shall, at the request of the Teacher, attempt to notify all persons who received a report based on inaccurate information.

**Adverse Material To Be Removed**

**8.10**

Material may be removed from a Teacher's personnel file at the request of the Teacher and with the approval of the Board.

**Access To Board Minutes**

**8.11**

The Board shall provide to the Union copies of any public agendas, minutes and support documents prior to all Board meetings and Board committee meetings.

**Data for Negotiations**

**8.12**

Upon written request, the Union shall have access to or be furnished with a copy of available data relevant to the negotiation of this Collective Agreement as follows:

- a) a statement of the current operating budget;
- b) a statement of the current operating expenditures;
- c) a statement of participation in each benefit plan covered by this Collective Agreement;

- d) the Qualifications and Experience scattergram;
- e) data respecting individual status of employment, such as a listing of Teachers on leave or on the recall list;
- f) pupil enrolment and class size;
- g) documents received from government sources which relate to the funding and operation of the Board.

**Access To Member Information**

**8.13**

The Board shall provide the President of the Union with the name, address, telephone number, date of birth, place of employment, salary and grid position of each member of the bargaining unit. The Board shall provide the President of the Union with the number of accumulated sick days for a specific Teacher upon request.

**Accuracy May Be Disputed**

**8.14**

Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under clause 8.13 above.

**ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT**

**9.01**

Each member of the bargaining unit shall be provided with a copy of the Collective Agreement within thirty (30) days of the signing of the agreement. The cost of printing the Collective Agreements will be shared equally by the Board and the Union.

**ARTICLE 10 - SALARY AND ALLOWANCES**

**Credits and Contributions**

**10.01**

On or before November 15 the Board shall provide to each Teacher a notice setting forth the following:

- a) credit for teaching experience
- b) category classification
- c) salary and allowances
- d) details of benefit plan participation
- e) accumulated sick leave credits

Within one month of any negotiated change in salary or change in qualification, the Board shall provide to the affected Teachers a notice confirming the change.

**Method of Payment**

**10.02**

Salary shall be paid to Teachers in accordance with the following pay schedule:

a) 2000 - 2001

<i>Friday, August 25, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, September 8, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, September 22, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, October 6, 2000</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, October 20, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, November 3, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, November 17, 2000</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, December 1, 2000</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, December 15, 2000</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, December 29, 2000</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, January 12, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, January 26, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, February 9, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, February 23, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, March 9, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, March 23, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, April 6, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, April 20, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, May 4, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, May 18, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, June 1, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, June 15, 2001</i>	<i>-3.846% of Gross Annual Salary</i>

and

<i>Friday, June 29, 2001</i>	<i>-15.388% of Gross Annual Salary</i>
<i>or, at the discretion of the Teacher,</i>	
<i>Friday, June 29, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, July 13, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, July 27, 2001</i>	<i>3.846% of Gross Annual Salary</i>
<i>Friday, August 10, 2001</i>	<i>3.850% of Gross Annual Salary</i>

b) 2001 - 2002

<i>Friday, August 24, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, September 7, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, September 21, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, October 5, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, October 19, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, November 2, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, November 16, 2001</i>	<i>-3.846% of Gross Annual Salary</i>

<i>Friday, November 30, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, December 14, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, December 28, 2001</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, January 11, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, January 25, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, February 8, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, February 22, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, March 8, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, March 22, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, April 5, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, April 19, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, May 3, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, May 17, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, May 31, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, June 14, 2002</i>	<i>-3.846% of Gross Annual Salary</i>

*AND*

*Friday, June 28, 2002 -15.388% of Gross Annual Salary*

*Or, at the discretion of the Teacher,*

<i>Friday, June 28, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, July 12, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, July 26, 2002</i>	<i>-3.846% of Gross Annual Salary</i>
<i>Friday, August 9, 2002</i>	<i>-3.846% of Gross Annual Salary</i>

**10.03**

Payment will be by direct deposit to the account at the bank, trust company or credit union as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice forms shall be sent to the employee in an envelope on the day the deposit is made. It is the responsibility of the employee to file with the Payroll Department, prior to any change of account or bank, the appropriate form so directing such change of account or bank, trust company or credit union.

**Grid Placement**

**10.04.1**

Each Teacher on staff as of the date of ratification of the collective agreement shall be paid at the rate appropriate to the Teacher's teaching experience as per Articles 10.06, 10.07, 10.08 and 10.09, and the Teacher's category classification as per Article 10.10, as set forth on the following salary grid.

Gross Annual Salary refers to the salary schedule in effect at the pay date mentioned and is inclusive of vacation pay and statutory holiday pay.

A Teacher shall be paid in Category A1 until such time as s/he provides proof of a different category placement.

A Teacher with less than a full time assignment shall be paid pro-rata based on hcr/his assignment.

**10.04.2**

Each teacher hired following the date of ratification of the collective agreement shall be paid at the rate appropriate to the Teacher's teaching experience, rounded to the nearest year, as per Articles 10.06, 10.07, 10.08 and 10.09 and the Teacher's category classification as per Article 10.10 as set forth on the following salary grids.

**10.04.3**

Effective September 1, 2001, a full year of part-time teaching experience shall be equal to one year of experience on the grid.

**Salary Grids**

**10.04.4**

a) All teachers employed by the Board shall be paid according to the following grid for the period of September 1, 2000 to February 1, 2001:

YRS	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	\$29,871	\$33,439	\$34,498	\$36,270	\$38,326
1	\$31,242	\$34,535	\$35,370	\$37,751	\$39,860
2	\$32,969	\$36,270	\$37,425	\$40,245	\$42,575
3	\$34,736	\$38,194	\$39,484	\$42,776	\$45,273
4	\$36,471	\$39,997	\$41,543	\$45,297	\$47,976
5	\$38,334	\$42,312	\$43,856	\$47,810	\$50,693
6	\$40,386	\$44,624	\$46,170	\$50,324	\$53,414
7	\$42,255	\$46,941	\$48,487	\$52,840	\$56,115
8	\$44,485	\$49,254	\$50,802	\$55,338	\$58,813
9	\$46,537	\$51,580	\$53,375	\$57,873	\$61,533
10	\$49,022	\$54,921	\$55,943	\$60,387	\$64,234
11	\$51,164		\$58,520	\$63,532	\$67,650
12	\$54,921				

b) All teachers employed by the Board shall be paid according the following grid for the period of February 1, 2001 to August 31, 2001:

YRS	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	\$30,259	\$33,874	\$34,946	\$36,742	\$38,824
1	\$31,648	\$34,984	\$35,830	\$38,242	\$40,378
2	\$33,398	\$36,742	\$37,912	\$40,768	\$43,128
3	\$35,188	\$38,691	\$39,997	\$43,332	\$45,862



4	\$36,945	\$40,517	\$42,083	\$45,886	\$48,600
5	\$38,832	\$42,862	\$44,426	\$48,432	\$51,352
6	\$40,911	\$45,204	\$46,770	\$50,978	\$54,108
7	\$42,804	\$47,551	\$49,117	\$53,527	\$56,844
8	\$45,063	\$49,894	\$51,462	\$56,057	\$59,578
9	\$47,142	\$52,251	\$54,069	\$58,625	\$62,333
10	\$49,659	\$55,635	\$56,670	\$61,172	\$65,069
11	\$51,829		\$59,281	\$64,358	\$68,529
12	\$55,635				

c) All teachers employed by the Board shall be paid according to the following grid for the period of August 31, 2001 to August 31, 2002

YRS	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	\$30,925	\$34,619	\$35,715	\$37,550	\$39,678
1	\$32,344	\$35,754	\$36,618	\$39,083	\$41,266
2	\$34,133	\$37,550	\$38,746	\$41,665	\$44,077
3	\$35,962	\$39,542	\$40,877	\$44,285	\$46,871
4	\$37,758	\$41,408	\$43,009	\$46,895	\$49,669
5	\$39,686	\$43,805	\$45,403	\$49,498	\$52,482
6	\$41,811	\$46,198	\$47,799	\$52,100	\$55,298
7	\$43,746	\$48,597	\$50,198	\$54,705	\$58,095
8	\$46,054	\$50,992	\$52,594	\$57,290	\$60,889
9	\$48,179	\$53,401	\$55,259	\$59,915	\$63,704
10	\$50,751	\$56,859	\$57,917	\$62,518	\$66,501
11	\$52,969		\$60,585	\$65,774	\$70,037
12	\$56,859				

**Allowances for Post Graduate Degrees**

**10.05**

An allowance shall be paid, in addition to the salary in accordance with Article 10.04 for a Doctorate or Master's degree from a recognised university. The allowance shall be as follows for the duration of this agreement.

	<u>Sept. 1, 2000</u>	<u>Feb. 1, 2000</u>	<u>Aug. 31, 2001</u>
Doctorate degree	\$1329	\$1346	\$1376
Master's degree	\$ 988	\$1001	\$1023

- Note 1: Only one (1) post-graduate degree will be recognized for an additional allowance under this section.
- Note 2: No credits, under this section, may be used for both category placement and post-graduate degree allowance.
- Note 3: "Recognized" shall mean recognized by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) or by the Ontario College of Teachers, at the discretion of the Director.

**10.06**

Where a Teacher is employed to work only part of the school year, the Teacher shall be paid a salary in proportion that the number of days which the Teacher is employed to work bears to the total number of school days in the school year.

**Credit for Teaching Experience**

**10.07**

Previous teaching experience under contract, including long-term occasional contracts, shall be recognized to the nearest tenth of a year. The Teacher shall then be paid according to the proper place on the salary grid. The Teacher and the Board shall have four (4) months from the date of hire to notify the other party of any errors in grid placement, and the Board will adjust the salary retroactive to the date of hire.

**Related Experience**

**10.08**

Employees currently receiving credit for related experience shall continue to receive this credit.

**10.09.1**

For teachers on staff as of the date of ratification of the collective agreement:

At the discretion of the Director, related experience may be recognized for the purposes of initial placement on the salary grid. The allowance for related experience shall be a half year of experience on the grid for each full year of related experience to a maximum of five (5) years experience on the grid for ten (10) years of related experience. Allowances for related experience shall not have the effect of surpassing salary grid maxima.

**10.09.2**

For teachers hired following date of ratification of the collective agreement:

At the discretion of the Director, related experience may be recognized for purposes of initial placement on the salary grid. The allowance for related experience shall be a half year of experience on the grid for each full year of related experience to a maximum of five (5) years experience on the grid for ten (10) years of related experience. The total number

of years of related experience and recognized teaching experience shall be combined and rounded to the nearest year. Allowances for related experience shall not have the effect of surpassing salary grid maxima.

**Category Classification**

**10.10**

Each Teacher's category classification on the salary grid shall be determined by the application of QICCO Program 4 or, at the option of the Teacher, the Teacher may continue placement under a previous programme. (See Appendix G).

**Category Changes**

**10.11**

- (a) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, upon receipt of the documents by the Board, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the Teacher's intention to submit the said documents.
- (b) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before June 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to June 30, upon receipt of documents by the Board, the salary adjustment shall be retroactive to January 1, provided notification is made prior to June 30 of the Teacher's intention to submit the said documents.
- (c) It is understood that in the event of the Teacher failing to comply with the above stated dates (clauses 10.11(a) and 10.11(b)), retroactivity for the salary adjustment will be from the date of submission of the relevant documents.

**Allowance For Additional Responsibility**

**10.12**

**(a) Consultant's Responsibility Allowance**

A Teacher appointed to the position of Consultant shall be paid, in addition to the salary in accordance with clause 10.04, an allowance for additional responsibility based on the number of years experience as a Consultant in accordance with the following scale.

Years of Experience	<u>Sept. 1, 2000</u>	<u>Feb. 1, 2001</u>	<u>Aug. 31, 2001</u>
0	\$4,720	\$4,781	\$4,886
1	\$5,365	\$5,435	\$5,555
2	\$6,005	\$6,083	\$6,217
3	\$6,657	\$6,737	\$6,885
4	\$7,297	\$7,392	\$7,555
5	\$7,938	\$8,042	\$8,219

**(b) Co-ordinator's Responsibility Allowance**

A Teacher appointed to the position of Co-ordinator shall be paid, in addition to a salary in accordance with clause 10.04 and clause 10.12(a), a per annum allowance in the following amount for additional responsibility, effective the first day of the month following ratification of the Collective Agreement:

Sept. 1, 2000 - \$1,219      Feb. 1, 2001 - \$1, 235      Aug. 31, 2001 - \$1,262

**Payroll Deductions  
10.13**

At the written request of the Union, the Board shall deduct a local levy

**ARTICLE 11 - EXPENSES**

**Expense Allowances**

**11.01**

A Teacher shall be reimbursed each month for out-of-pocket expenses, preauthorized by the Principal, upon presentation of appropriate receipts and documents.

**Reimbursement for Teachers for Expenses Incurred While on Board Business**

**11.02**

The Board will reimburse Teachers for expenses while on Board business, subject to the following terms and conditions:

- a) the business has been authorized by the Board; or
- b) the business has been approved by the Director or by a Superintendent employed by the Board; and
- c) such reimbursement is in accordance with existing Board Policy #701 - **Travel Allowances and #4137A - Reimbursement of Expenses (Appendix A)** or as that Policy may be amended from time to time.

- d) For clarification, Board policy #701 shall apply to teachers attending in-service activities within the District, provided that the eligible mileage claim will be only for kilometers in excess of the teacher's normal distance traveled to and from school.

**Travel Expenses**

**11.03**

Teachers requested by the Board to travel between schools are eligible for travel allowances. Teachers not eligible for travel allowance include a Teacher required to transfer to another school because s/he will be declared surplus to her/his present school, a Teacher assigned to more than one (1) school in order to have her/his contractual teaching time increased and a Teacher assigned to Kindergarten classes. Travel allowances are paid according to Policy #701 - Travel Allowances and #701-A - Reimbursement of Expenses.

**ARTICLE 12 - WORKING CONDITIONS**

**School Year**

**12.01**

The maximum number of instructional and professional activity days in the school year will not exceed 194, four (4) of which shall be designated as professional activity days, provided the number of days is in accordance with the Education Act and Regulations.

**Supervision**

**12.02.1**

- a) The supervision of activities of pupils by Teachers shall not commence more than thirty (30) minutes prior to the beginning of the instructional day and shall terminate not more than thirty (30) minutes following the end of the instructional day.
- b) During the next comprehensive review of the transportation system, the Board will consider the issue of bus runs which result in excess supervision times with a view to reducing the amount of supervision time required.
- c) By September 30 of each year, the school steward and principal shall administer a supervision survey developed jointly by the Board and the Union. The result of the survey shall be compiled by the Union and a copy shall be provided to the Superintendent of Human Resources by October 31 of that same year.

**12.02.2**

- a) Supervision assignments in each school shall be allotted equitably.
- b) When a teacher thinks a supervision assignment is unreasonable, the situation shall be referred to the School Staffing Committee or to the Principal and staff for review and possible adjustment. If the Teacher is not satisfied with the results of this review and/or adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration.
- c) The appropriate Supervisory Officer and the designated Union representative shall meet to review any situation which is reported to them.

d) The decision of the Supervisory Officer is final

**Instructional Time**

**12.03**

Each full-time Teacher shall be assigned 1350 minutes of instructional time per week on the average, provided this is in accordance with The Education Act and Regulations. The instructional week shall be 1500 minutes provided the instructional day is in accordance with The Education Act and Regulations. Part-time Teachers shall have their instructional time pro-rated.

**Preparation Time - Effective September 1, 2001**

**12.04**

Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned, in blocks of not less than 20 minutes, an average, over the school year, of at least 150 minutes per week of planning time.

A Teacher on part-time assignment shall be assigned preparation time on a pro-rated basis,

**Lunch Break**

**12.05**

Each teacher shall be entitled to not less than forty (40) continuous minutes for lunch free from supervisory or teaching duties. This shall occur during the interval beginning forty (40) minutes prior to the student lunch period and ending forty minutes after the student lunch period.

**Time for Traveling**

**12.06**

The Board shall endeavor to assign each Teacher to not more than one location

**Travel Between Two Schools**

**12.07**

A Teacher who is assigned to more than one school in the same day shall be provided with adequate travel time. This does not apply to a Teacher who received an increase in assigned time. The assigned supervision time shall be reduced by the time equivalent to the travel time between schools.

**Teacher Absence**

**12.08.1**

A Teacher who is, for any reason, unable to fulfil her/his normal teaching duties shall contact her/his Principal, Vice-principal or designate.

**12.08.2**

The Board shall centrally assign an Occasional Teacher when a Classroom Teacher is absent, subject to the availability of an Occasional Teacher. This does not apply to Professional Activity or inclement weather days.

**Teacher in Charge**

**12.09**

- a) The Board shall pay a per diem of twenty (20) dollars per day (ten (10) dollars for a half-day) whenever a Teacher agrees to be a Teacher in Charge while both the Principal and Vice-Principal are away.
- b) When a Teacher is acting as a Teacher in Charge for a Principal or Vice-Principal, for absences of one (1) day or more, at the request of the Teacher in consultation with the Principal, an Occasional Teacher shall be hired to assume the normal responsibilities of that Teacher.
- c) A Teacher acting as a Teacher in Charge shall not be required to evaluate or discipline another Teacher.

**ARTICLE 13 - STAFFING**

**Average Class Size**

**13.01.1**

The average class size, in the aggregate, shall not be greater than 24.5 and 24.0 in the primary division, as calculated under the applicable regulation. If the average class size maximum in The Education Act is amended, then this average class size is amended accordingly.

**13.01.2**

The following class size maxima and averages will be used by the District Staffing Committee and In-School Staffing Committees during the initial staffing of schools. The allocation for the initial integration of Special Education students into regular classes shall be determined by the In-School Staffing Committee. However, in no case shall the integration of Special Education students cause the maximum class size to be exceeded by more than two (2) students.

“Integrated” within this clause refers to students who are integrated into a regular class for more than twenty-five percent (25%) of the school day.

Kindergarten	12 minimum and 24 maximum
Grades 1 - 3	22 average and 25 maximum
Grades 4 - 8	27 average and 30 maximum

## **Staffing Committees**

### **District Staffing Committee**

#### **13.02.1**

The District Staffing Committee shall be established and maintained from year to year to assist the Board with the staffing of its elementary schools.

### **Composition**

#### **13.02.2**

The District Staffing committee shall have the following membership:

- a) Bargaining Unit President or designate
- b) Bargaining Unit member
- c) Superintendent of Human Resources or designate
- d) A Superintendent of Education or designate
- e) Three Elementary School Principals

### **Duties**

#### **13.02.3**

With input from the Principals, the District Staffing Committee shall:

- a) by March 31, recommend to the Board's Senior Administration, the elementary average daily enrolment (ADE) for the following school year;
- b) make recommendations to the Board as to the number of teaching staff to be distributed to the schools;
- c) review the application of the surplus and redundancy procedures and ensure that the procedures are properly followed.

### **In School Staffing Committees**

#### **13.03.1**

Each school shall establish in November an In-school Staffing Committee. Teacher members of the In-school Staffing Committee shall be selected by their peers and shall remain members of that committee until the next staffing committee is selected as long as they remain in the school.

### **Composition**

#### **13.03.2**

**The minimum composition of the committee shall include:**

- a) Union Steward
- b) one representative from each division in the school
- c) one non-classroom teacher
- d) Principal and Vice-principal



**Duties**

**13.03.3**

- a) provide information to the District Staffing Committee on the impact of the staff the school received;
- b) provide input for the Principal on the utilization of classroom staff allocated to the school;
- c) review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hirings;
- d) report in writing to the teaching staff of the school on their activities;
- e) the committee, in consultation with the Teacher affected, may agree to override the class size maximums in clause 13.01.2. This ability assumes that the classroom staff allocated to the school may not be used for any other purpose.
- f) to advise on matters pertaining to supervision, lunch schedules and prep time.

**Determination of Staff**

**13.04.1**

After determining the average daily enrolment (ADE) for the system, the number of full time equivalent (FTE) Classroom Teachers for the system shall not be less than the ADE; less the students in self-contained special education classes and developmental classes divided by 24.5.

$$\text{E.g. Classroom Teachers} = \frac{\text{ADE} - (\text{SC} + \text{DD})}{24.5}$$

\* Subject to the same change in maximum as in 13.01.1

**13.04.2**

The number of (FTE) Teacher-librarians for the system shall not be less than the ADE times 0.0015. There shall not be less than 0.4 Teacher-librarian time allotted to any one school. The allotted time shall be used for the development of program and delivery of library services and planning time. The maximum amount of time that Teacher-librarians will be used to provide planning time shall be limited to the equivalent of 11.5 FTE teachers.

**13.04.3**

The number of Special Education Teachers available to the system will be determined by the Board. The allotted time shall be used for the development of program and delivery of special education services. This time shall not be used to provide preparation time for other teachers or be reduced by the In-school Staffing Committee and/or the Principal.

## **ARTICLE 14 - MEDICAL PROCEDURES**

### **14.01.1**

For actions taken by any Teacher in following the Board's policy on Medical Procedures - **Policy # 509 - Health Support Services (Appendix B)**, the Board shall indemnify and save harmless said Teacher from any liability.

### **14.01.2**

It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

### **14.02**

Teachers shall not perform any of the following physical procedures:

- c) manual expression of bladder/stoma;
- b) postural drainage;
- c) sterile intermittent catheterization;
- d) tube feeding

## **ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

### **15.01**

The Union shall nominate Teachers to serve on the Board's joint Health and Safety Committee. The joint Health and Safety Committee will continue to co-operate in the promotion of safety and safe working conditions. Meetings and school inspections shall take place during the regular school day.

## **ARTICLE 16 - TEMPORARY PRINCIPALS AND VICE-PRINCIPALS**

### **16.01**

A Teacher who is assigned to be a temporary Principal or Vice-Principal shall:

- a) continue to be a member of the Union and shall continue to pay Union dues
- b) not be required to discipline another Teacher;
- c) continue to accumulate seniority.

### **16.02**

A position of temporary Principal or temporary Vice-Principal shall not exceed 193 days in duration.

## **ARTICLE 17 - HARASSMENT**

### **17.01**

The Board, in consultation with the Union, will develop, implement and maintain a Harassment policy. (See Appendix H).

### **17.02**

An individual has the right to lodge a complaint of harassment with the Board without fear of reprisal or threat of reprisal for so doing.

## **ARTICLE 18 - BENEFIT PLANS**

### **Extended Health and Dental Plans**

#### **18.01**

- a) The Board shall provide Extended Health and Dental Plans for teachers employed half time or more. Participation in these plans shall be at the option of the Teacher for Teachers employed less than full time. Full time teachers may opt out of the Extended Health and Dental Plans upon proof of insurance through a spouse or partner.
- b) The Board shall pay 85% of the premium cost of the Extended Health and Dental Insurance Plans. The Board's premium costs shall be pro-rated for Part-time Teachers.
- c) The Benefits Carrier of these plans shall be determined by the Board in consultation with the Union.

#### **18.02**

The Extended Health, Dental, Group Life, and Accidental Death and Dismemberment Benefits Plans negotiated in this agreement shall remain in effect for the duration of the agreement, or until a new Collective Agreement has been reached.

### **Extended Health**

#### **18.03**

An Extended Health Benefit Plan shall be available to employees with the following coverage in effect:

##### **a) Prescription Drugs**

- i) All prescribed drugs with limitations as per Appendix E;
- ii) generic drugs unless otherwise prescribed by the physician;
- iii) over the counter prescribed drugs;
- iv) dispensing fee cap of \$8.00;
- v) drug card.

**(b) Paramedical Coverages**

- i) Psychologist - \$300 per year/ no dollar limit per visit
- ii) Podiatrist - \$300 per year
- iii) Physiotherapist - \$300 per year
- iv) Speech Pathologist - \$300 per year
- v) Chiropractor - \$300 per year
- vi) Massage therapy - \$300 per year
- vii) Naturopath - \$300 per year
- viii) Private nursing - no dollar limit
- ix) Prosthetics - \$1,000 per three (3) years

**c) Out-of-province Coverage**

Out-of-province coverage shall be available at the employee's cost as per an agreed upon plan design.

**d) Hospital Benefit**

i) Semi-private

Coverage is provided for room and board charges in excess of ward accommodation up to the level of semi-private in a licensed hospital.

ii) Optional Private Hospital

Coverage is available for the difference between semi-private and private at employee expense.

**e) Vision care**

The Vision Care Plan shall provide benefits to a maximum of \$200 every 24 months.

**Dental  
18.04**

A dental plan shall be available to members with the following coverages in effect:

- a) Standard dental coverages as per agreed plan design;
- b) current ODA rates;
- c) nine month recall; 6 month recall for children under 18 years of age;
- d) orthodontics - 50% co-insurance with \$1,500 maximum payment for each completed course of orthodontic treatment;
- e) Major restorative at 50%, including, once every five (5) years, dentures, onlays, crowns, bridgework and repairs to onlays, crowns and bridgework with no annual maximum, and including a least cost limitation and missing tooth exclusion.

**Group Life and Accidental Death & Dismemberment (AD&D)**

**18.05**

- a) The Board shall provide \$25 000 of Life Insurance including AD&D to each Elementary Teacher employed by the Hoard and shall pay 85% of the premium cost.
- b) Only active employees are eligible to change their Life Insurance coverage
- c) Inactive employees are eligible to increase their Life Insurance coverage upon proof of insurability acceptable to the carrier.
- d) The Board shall also make available, at employee expense, additional Life insurance in multiples of one, two, three or four times salary.
- e) The Hoard shall also make available, at employee expense, AD&D in amounts equal to the amount of additional Life Insurance purchased by the employee.
- d) Spousal Life Insurance in the amount of \$10 000 and Dependent Life insurance in the amount of \$5 000, including AD&D, shall be made available at employee expense.

**Employee Assistance Plan**

**18.06**

The Hoard shall provide an Employee Assistance Plan

**Long Term Disability**

**18.07**

- a) The Union on behalf of the teachers shall negotiate with an insurance carrier an LTD plan.
- b) All premium costs shall be paid by the Teachers through payroll deduction.
- c) The Union shall select the carrier.
- d) There shall be no escalator clause in the LTD plan. The escalator clause for employees who began receiving benefits prior to September 1, 1999 will continue to be in effect.
- e) Participation in the LTD plan is a mandatory condition of employment for all teachers who are employed half-time or more.
- f) Notwithstanding 18.07 c), a Teacher who has attained the 85 factor and who has 30 years of credited service may elect to terminate her/his participation in the LTD plan.
- g) The Board shall co-operate with the enrolment, deduction and remittance of premiums and provide available necessary data to the insurer.
- h) The plan shall have an elimination period of eighty (80) days. However,

the Union **shall** have the option of changing the plan design so as to increase the elimination period to one hundred and twenty (120) days following thirty (30) days notice to the Hoard.

- i) At the expiration of the elimination period, if the teacher's LTD claim has been denied, has not yet been adjudicated or is being appealed, s/he will be required to submit to an independent medical examiner as per Article 19.08 Sick Leave in the current Collective Agreement in order to continue to be eligible to access accumulated sick days.

## **ARTICLE 19 - SICK LEAVE**

### **Sick Leave Account**

#### **19.01**

The Board shall administer a sick leave plan and maintain a sick leave account for each Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter (Letter of Intent Appendix F).

#### **19.02**

A Teacher coming directly to the Upper Grand DSB from a Hoard which has an accumulated sick leave plan may have such credits transferred and they may be used in case of illness but such transferred credits will not be included in calculating retirement gratuity.

Should a Teacher leave the employ of and later rejoin the Upper Grand District School Board staff; sick leave credits shall be carried over from the first to the second period. If, however, a Teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the A.S.L. credits shall carry on with no credits given for the period of absence.

### **Sick Leave Credit Accumulation**

#### **19.03**

On the first day of each school year, a full-time Teacher shall be credited an allowance of 20 days sick leave. For the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year. Sick leave credits shall be cumulative to a maximum of two hundred and eighty (280) days for sick leave purposes. Sick leave credits are not to accumulate beyond two hundred (200) days for the purpose of calculating the retirement gratuity. Sick leave days are deducted from the accumulation for both retirement and sick leave purposes. Notwithstanding the above, the sick leave credits for each Teacher will be carried forward to the District School Board from the Boards in existence prior to January 1, 1998.

**Pro-rated for Part-Time**

**19.04**

Sick leave credit shall be pro-rated for each Teacher on part-time assignment employed at the commencement of or during a school year or each full-time Teacher who commences work after the start of the school year. The total credit shall be given at the beginning of the school year or assignment.

**Leaves of Absence**

**19.05**

No credit for sick days shall be accumulated by employees on a full-time leave of absence. Employees on a part-time leave of absence shall accumulate sick leave credits on a pro-rated basis. This clause does not apply to statutory Pregnancy Leave or Parental Leave.

**Account Debited**

**19.06**

The sick leave account for each Teacher shall be debited one day for each day of absence due to illness.

**19.07**

A Teacher may be required by the Superintendent of Human Resources to substantiate the reasons for any absence exceeding five (5) consecutive days. In the case of ongoing or recurring illness in excess of five (5) working days, accident or disability, the Board may also require a Teacher to provide certification related to the illness by a qualified medical or dental practitioner. Such request shall be made no later than ten (10) working days following a return to work.

**19.08**

In the case of an absence in excess of ten (10) days, the Board may require the Teacher to sign a release of medical information, pertaining to the reason for absence, to a doctor selected by the Board with respect to the medical condition in question, or may require a Teacher to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the Teacher's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the Teacher. The Board shall pay the cost of the third party billing incurred when a Teacher consults a doctor at the Board's request.

**19.09**

Teachers affected by 19.07 may be required to take part in the Board's Workplace Early Intervention Program (WEIP). The Teacher has the right to request Union representation at any stage in the WEIP program. (See Appendix C)

## **ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY**

### **20.01**

A Teacher may be granted a leave of absence without pay for a maximum of two years. Application in writing for a leave of absence without pay shall be made to the Superintendent of Human Resources by March 15 for a leave commencing the following September. Upon the request of the Teacher, the leave may be extended by the Board. Effective September 1, 1998, a Teacher on an approved leave shall continue to accrue seniority.

### **20.02**

A request for a leave of absence shall not be unreasonably denied.

### **20.03**

A Teacher on a leave of absence without pay shall be provided, upon request, with such information as will enable the Teacher to pay full premiums for the benefits outlined in Article 18 to ensure uninterrupted employee benefits for the period of the leave if the Teacher so desires.

### **20.04**

Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the Teacher and the Board, must be in writing, and must conform with the requirements of the Collective Agreement. The Principal concerned shall be provided with a copy thereof.

### **Leave for Public Office**

#### **20.05**

The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario or the House of Commons for one term. Upon request of the Teacher, the leave may be extended by the Board. The Teacher shall continue to accumulate seniority for the period of the leave.

### **Return From a Leave**

#### **20.06**

Any Teacher returning from a leave during the same school year that the leave began has the right to be assigned to the same school in which the Teacher was employed prior to going on leave. A Teacher returning from leave who informs the Board in writing by February 20 of her/his intention to return the following September shall be placed in the same school s/he was in when the leave began, except when s/he was declared surplus under At-tick 27.



## **ARTICLE 21 - SHORT-TERM PAID LEAVES OF ABSENCE**

### **21.01**

The provisions of the existing Hoard Policy 411 Absences and Leaves (Appendix D) will apply. The provisions of this policy will not be withdrawn or amended without the consent of the Union. Rulings under this policy are therefore not grievable.

Leaves under this policy shall not be unreasonably denied. The Union shall have the opportunity to discuss with the Director or designate any denied requests for leave.

## **ARTICLE 22 - PREGNANCY/PARENTAL LEAVE**

### **22.01.1**

A Teacher shall at-range with the Principal for the commencement and return from pregnancy leave, in accordance with the Employment Standards Act. A Teacher who has been employed by the Board for at least thirteen (13) weeks immediately preceding the estimated day of the delivery shall be entitled to seventeen (17) weeks of pregnancy leave.

### **22.01.2**

Upon application in writing, a Teacher who is a parent of a child is entitled to a short-term parental leave of absence without pay following:

- a) the birth of the child; or
- b) the coming of the child into custody, care and control of a parent for the first time.

The short-term parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time. All other parents must take the leave within thirty-five (35) weeks of the child being born or coming into custody, care and control of a parent for the first time.

### **22.02.1**

A Teacher who intends to take pregnancy/short-term parental leave shall notify the Board of the dates on which the Teacher intends to leave and return to active employment, in accordance with the provisions of the Employment Standards Act. For pregnancy leave, the actual dates may be altered for medical reasons providing a certificate from a legally qualified medical practitioner is provided; for short-term parental leave in the event of the adoption of a child, these dates may be altered depending on the date on which a child becomes available.

### **22.02.2**

A Teacher requesting a pregnancy leave shall provide the Board with a medical certificate as required by the Employment Standards Act.

**22.02.3**

A Teacher requesting a short-term parental leave for adopting a child shall give notice of intent to adopt of at least three (3) months.

**22.03**

Nothing in this Article shall remove from a Teacher any entitlement under the Employment Standards Act as it pertains to pregnancy and parental leaves.

**22.04**

For the period of the statutory pregnancy/short-term parental leave, the Teacher shall be entitled to the accumulation of credit for sick leave.

**Extended Pregnancy and Parental Leave**

**22.05**

Notwithstanding clause 22.06.2, the Teacher is subject to Articles 6 (Transfers), 26 (Seniority), and 27 (Lay-off, Recall and Surplus to School), of this Agreement.

**Extended Leave Benefits**

**22.06.1**

A Teacher on extended pregnancy or parental/adoptive leave for up to one (1) year's duration shall be allowed to maintain benefits in Article 18 held immediately prior to going on leave. Premiums will be paid by the Teacher and the Board in accordance with Article 18, for up to one (1) year's duration.

**22.06.2**

A Teacher on extended pregnancy or parental/adoptive leave in excess of one (1) year's duration and up to two (2) years' duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the Teacher benefits in Article 18 held immediately prior to going on leave. The Teacher shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) years' duration.

**22.07**

A Teacher on adoptive, pregnancy or parental leave is considered to be under contract to the Board, and may not accept employment as a Teacher with another Board either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.

**Supplementary Employment Benefit Plan (SEB)**

**22.08**

For the period of the statutory pregnancy leave, the Board shall provide for Teachers on unpaid pregnancy leave a supplementary employment benefits (SEB) plan providing for payment at 100% of salary and allowances that the Teacher would have received had the Teacher not been on leave for the two week waiting period for Employment Insurance benefits. No such supplementary payment shall be paid for any period during which no

regular duties would have been performed. Such a plan shall be approved by the Canada Employment & Immigration Commission.

**Absence Due To Birth or Adoption**

**22.09**

For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence without loss of salary for a period not exceeding one (1) day. This leave shall be granted on one of the following days: the day of birth; the day of hospital release; or the first day of adoption. This leave shall not be deducted from the Member's sick leave credit account.

**ARTICLE 23 - DEFERRED SALARY LEAVE PLAN**

**23.01.1**

The Board and the Bargaining Unit acknowledge the granting of such leaves for any of the following purposes:

- a) reducing the incidence of declaring Teachers surplus;
- b) personal development;
- c) professional development.

**23.01.2**

Participation in this plan should be granted, subject to clauses 23.01.1 and 23.03, to any Teacher who has at least five (5) years service with the Board.

**23.01.3**

The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on a Teacher's pension plan provisions or income tax implications. This plan must comply with current Canada Customs and Revenue regulations.

**23.01.4**

A Review Committee will be established, consisting of the Superintendent of Human Resources or designate, and the Bargaining Unit President or designate.

**Types of Leaves**

**23.02.1**

The deferred salary leave plan shall afford a Teacher the opportunity to enter into an agreement with the Board to take a one (1) year deferred salary leave in year three (3), four (4) or five (5) of an individual's five (5) year agreement. In each year of the plan in which the Teacher works, the Teacher agrees to be paid eighty percent (80%) of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods. The remaining twenty percent (20%) shall be deposited into an account in the Teacher's name.

**23.02.2**

Where the leave is taken in the year five (5) of the plan, the teacher shall be paid the amount in the deposit account plus any accrued interest.

**23.02.3**

Where the leave is taken in the years three (3) or four (4), the teacher shall receive payment at the same rate as year two (2) of the plan.

**23.02.4**

The Review Committee may consider and recommend an individual deferred salary leave plan which differs from the standard four (4) over five (5) plan. Such leaves will occur in the last year, or portion of the year, of the plan. During the duration of the plan, the Teacher agrees to be paid the pro-rated amount of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods.

**Application**

**23.03.1**

Written application received by March 15 shall be considered by the Review Committee by April 15 of the year of application. The granting of such a leave shall be governed by the following criteria:

- a) the Teacher is unlikely to be declared surplus during the term of the individual's plan;
- b) the Teacher must declare that, except in emergency circumstances, the Teacher intends to serve the Board to the completion of the term of the individual's plan;
- c) program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- d) in any one (1) year, the Board may allow up to ten (10) deferred salary leaves in addition to the projected number of Teachers surplus to the system in that year;
- e) such other criteria as deemed by the Review Committee to be appropriate in the individual circumstances.

**23.03.2**

Acceptance or rejection of the application shall be in writing, setting out the terms and conditions of the leave or explaining the reasons for denial.

**Financial Provision**

**23.04.1**

The Teacher shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the Teacher's account shall be the ninety (90) day term rate and be compounded and credited on each pay day. A statement of the Teacher's

account will be issued at the end of each school year. Such a statement shall be made available upon request by the Teacher.

**23.04.2**

During the life of the deferred salary leave plan, the Teacher's employee benefits shall be maintained by the Hoard and the Teacher concerned, in accordance with the Collective Agreement in effect, as if the Teacher were receiving one hundred percent (100%) of the Teacher's salary.

**23.04.3**

It; upon conclusion of the individual Teacher's leave plan, the Teacher's account (clause 23.04.1) contains a positive balance, including accrued interest, the Teacher shall receive the excess in payments in a manner mutually agreeable to the Hoard and the Teacher. If the balance is negative, the account plus an amount for accrued interest, calculated in the same manner as in clause 23.04.1, shall be paid by the Teacher in a manner mutually agreeable to the Hoard and the Teacher.

**Additional Conditions and Terms of Reference**

**23.05.1**

A Teacher participating in the plan shall be eligible for any increase in salary and benefit that would have been received had the Teacher not been in the plan, including full credit for each year's seniority and increment. During the leave year, however, no credit for increment shall be granted.

**23.05.2**

Sick leave credits shall not accumulate during the year spent on leave

**23.05.3**

Teachers' Pension Plan deductions are to be continued as provided by the Teachers' Pension Act and according to the policies of the Teachers' Pension Plan Board throughout the duration of the plan. Teachers are responsible for any other arrangements with the Teachers' Pension Plan Board.

**23.05.4**

A Teacher may apply in writing to the Board to withdraw from the plan any time prior to March 15 of the year in which the leave is to take place. Upon acceptance of the reasons for withdrawal and within sixty (60) days of receipt of the application to withdraw, the Board shall repay to the Teacher any monies accumulated, plus interest owed. The monies may be deferred (interest free) upon request of the Teacher.

**23.05.5**

Should a Teacher die while participating in the plan, any monies accumulated or owed, plus interest owed at the time of death, shall be paid to or by the Teacher's estate, as the case may be.

**23.05.6**

A Teacher wishing to participate in the plan shall be required to sign an agreement on a form prescribed by the Board, which shall include a binding commitment to repay any negative amounts outlined in clause 23.04.3.

**23.05.7**

Income tax shall be deducted on the actual amounts received by the Teacher throughout the duration of the plan, subject to the Income Tax regulations in effect at that time.

**23.05.8**

During the deferred salary leave the Teacher may engage, subject to Federal and Provincial Regulations, in such plans of education and employment as the Teacher chooses.

**23.05.9**

Upon return from leave, a Teacher shall be placed in a similar position in the same school, subject to Articles 20 (Leaves of Absence without Pay) and 27 (Lay-off, Recall and Surplus to School).

**ARTICLE 24 - UNION RELEASE TIME/LEAVE**

**24.01.1**

The Bargaining Unit President shall be granted full time release. The Board shall pay the entire cost of the President's salary and allowances as outlined in Article 10 and the cost of the replacement Teacher. The Bargaining Unit shall reimburse the Board in an amount equal to sixty-seven percent (67%) of the minimum of Category A2 plus sixty-seven percent (67%) of the cost of any allowances paid.

**24.01.2**

The Bargaining Unit Vice-president shall be granted full time release. The Board shall pay the entire cost of the Vice-president's salary and allowances as outlined in Article 10 and the cost of the replacement Teacher. The Bargaining Unit shall reimburse the Board in an amount equal to one hundred percent (100%) of the Minimum of Category A2 plus one hundred percent (100%) of any allowances paid.

**24.01.3**

At the discretion of the Union, a third officer may be released up to full time. The Board shall pay the entire cost of the released officer's salary and the cost of the replacement

Teacher. The Bargaining Unit shall reimburse the Board an amount of \$42,500 and one hundred percent (100%) of the cost of any allowances paid.

**24.01.4**

The Board shall pay a responsibility allowance to the President of the Union, determined by the Union, but not to exceed the Consultant's allowance at year five (5). The Union shall reimburse the Board for ninety percent (90%) of the cost of this allowance.

**24.01.5**

The Board shall pay a responsibility allowance to the Vice-president of the Union, determined by the Union, but not to exceed the Consultant's allowance at year two (2). The Union shall reimburse the Board for ninety percent (90%) of the cost of this allowance.

**24.02**

The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignments.

**24.03**

In addition to the persons released in Article 24.01, at the request of the Union, the Board shall release members of the bargaining unit's negotiating team from teaching duties subject to the following:

- a) The Board will allow to the Union the equivalent of ten (10) teaching days release time per school year at Board expense to be used for purposes related to negotiations;
- b) Should the Union require more than the ten (10) days mentioned above, the Board shall provide further leave and the Union shall indemnify the Board with respect to its actual costs, if any, in replacing any Teacher released for these purposes.

**24.04**

In addition to the persons released in Article 24.01, the Board may grant further release time from teaching duties for additional members of the Union. The Union shall reimburse the Board for its actual replacement costs if any. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

**24.05**

The Board shall grant a leave of absence to a Teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.

24.06

A Teacher returning from a Union leave has the right to be assigned to the same position held prior- to going on leave, if available, and subject to Article 27.

**ARTICLE 25 - RETIREMENT GRATUITY**

25.01

**Pertaining to 'teachers Employed by the Former Dufferin County Board of Education Prior to January 1, 1998 or hired by its successor Board to work in former Dufferin county elementary schools prior to September 1, 1998.**

25.01.1

Upon retirement, a Teacher shall be eligible to receive a retirement gratuity from the Board

25.01.2

The calculation of the gratuity is based on the unexpended portion of accrued sick leave up to a maximum of two hundred (200) days, average annual salary in the last five (5) years of employment with the Board, the total number years of teaching and the years employed by Upper Grand District School Board or its predecessors.

25.01.3

Method of Calculation:

Average Salary x Yrs. taught in UGDSB x Yrs teaching x Accrued Sick Leave (Max 200)  
in last 5 years (10%/yr-max.of 100%) (2%/yr up to 50%) 200

25.01.4

Upon retirement, the full retirement gratuity shall be paid to the Teacher, or deposited in a financial institution of the Teacher's choice, within ninety (90) days of retirement from the teaching profession,

25.02

**Pertaining to Teachers whose employment with the former Wellington Board commenced prior to September 1, 1998.**

**Pertaining to Teachers Employed By the Board Prior to September 1, 1984.**

25.02.1

If, upon retirement to pension as clarified by the Teachers' Pension Plan Board, there shall be accumulated sick leave standing to the credit of the Teacher, but only if retirement is for reason of age or health, the Teacher will be entitled to be paid an amount equal to one-half of the accumulated sick leave based on the salary of the said Teacher at the time of retirement, subject to clauses 25.02.1(a), 25.02.1(b) and 25.02.2.



Note: Accumulated sick leave for this clause means accumulated sick leave earned in Upper Grand District School Board and its predecessors.

**Pertaining to Teachers whose employment with the Board commenced prior to September 1, 1971,**

**25.02.1(a)**

For a Teacher employed by the Board prior to September 1, 1971, the maximum number of sick leave credits upon which this retirement gratuity will be calculated is two hundred (200) days.

**Pertaining to Teachers whose employment with the Board commenced after August 31, 1971 and Prior to September 1, 1984**

**25.02.1(b)**

For a Teacher hired by the Board after August 31, 1971, but prior to September 1, 1984, the maximum number of accumulated sick days upon which this retirement gratuity will be calculated is eighty (80) days.

**25.02.2**

When retirement gratuities are calculated under Articles 25.02.1, the amount of retirement gratuity payable shall be subject to the following maxima:

<u>Years of Wellington County &amp; UGDSB Experience</u>	<u>Percent of Salary</u>
1 - 20	1.5% per year
21	32%
22	34%
23	36%
24	38%
25	40%
26	42%
27	44%
28	46%
29	48%
30 or more	50%

**Teachers hired by the Board after August 31, 1984 but prior to September 1, 1998**

**25.02.3**

For a Teacher hired by the Board after August 31, 1984, but prior to September 1, 1998, the Board will deposit a lump-sum payment of \$1,400 into a group RRSP plan on behalf of the Teacher on or before June 30, 1999.

**Pertaining to Teachers whose employment with the Board commenced after August 31, 1998**

**25.03**

For a Teacher hired by the Board after August 31, 1998, the Board will deposit a lump-sum payment of \$1,400 into a group RRSP plan on behalf of the Teacher on or before June 30 of the school year in which s/he completes her/his probationary period.

**Benefits to Estate**

**25.04**

In the event of the death of a Teacher, the gratuity or the RSP shall be paid as a death benefit to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy or, if no beneficiary is named, to the estate of the deceased.

**Payment**

**25.05**

Payment of retirement gratuity may be deferred until the calendar year after retirement, if the Teacher so desires. For payment of retirement gratuity in the year of retirement, the Board must receive a written request for such payment nine (9) months prior to retirement.

**25.06**

A Teacher who qualifies for retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved leave of absence for a period of not more than two (2) school years shall be eligible for the gratuity based on her/his salary immediately prior to the commencement of the leave.

**ARTICLE 26 - SENIORITY**

**26.01**

The Board, in conjunction with the Bargaining Unit, shall prepare a list which ranks, in decreasing order of seniority, all elementary Teachers within this bargaining unit. A Teacher employed exclusively as an Occasional Teacher shall not be included on the list. The list will be compiled by April 1 of each year and shall include credit to June 30 of the same year.

**26.02**

For a Teacher employed with the Board as of January 1, 1998, seniority shall be the total length of employment as a Teacher, other than as an Occasional Teacher, with the Board or predecessor Boards. Effective September 1, 1986, a Teacher who teaches a full year for less than full-time shall receive a full year's credit for seniority.

**26.03**

For a Teacher hired by the Board after January 1, 1998, seniority shall be the total length of employment with the Board, as an elementary Teacher, other than as an Occasional Teacher. A Teacher who teaches a full year for less than full-time shall receive a full year's credit for

seniority. A Teacher must submit proof of prior service with the Board or predecessor Boards as an elementary Teacher, other than as an Occasional Teacher, to the Board within three months of being hired, in order to receive seniority credit for previous service. The three month time line may be extended provided that the Teacher has notified the Board that s/he is attempting to obtain proof of previous service.

**26.04**

A copy of the list shall be forwarded to the President of the Union no later than April 1 of each school year. The Board shall post a copy of the list at each work site employing elementary Teachers by April 1 of each school year.

**26.05**

Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board by the Teacher by May 15 of each school year or the list shall be deemed correct.

**26.06**

When two or more Teachers are initially found to have equal seniority, the following tie-breaking procedures shall be used to determine position:

- a) total length of employment as an elementary Teacher, other than as an Occasional Teacher, in Ontario, and where that is equal;
- b) total length of employment as a secondary Teacher, other than as an Occasional Teacher, with Upper Grand District School Board or its predecessors, and where that is equal;
- c) by lot conducted by both parties.

**26.07**

A Teacher who is assigned to Acting Principal or Acting Vice-Principal positions for a period of up to two years shall retain her/his seniority but shall not accumulate seniority for the period in the acting position.

**26.08**

The seniority credit for a Principal or Vice-Principal who has been reassigned to a position as a Teacher within the elementary panel shall be the sum of:

- a) the length of her/his service before January 1, 1998 while employed by the predecessor Boards to teach, and;
- b) the length of her/his service after December 31, 1997 while employed by the Board to teach.

Where no vacancy exists, previously accumulated seniority shall not be used to displace a Teacher.

**ARTICLE 27 - LAY-OFF, RECALL AND SURPLUS TO SCHOOL**

**Notice of Possible Lay-Off**

**27.01.1**

When staffing levels are determined, the Board shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total numbers of Teachers required. Staffing levels will be determined on or before April 15 for the following school year based on projected enrolment for September and in accordance with applicable legislation.

**27.01.2**

Staffing levels will be adjusted based on actual enrolment on the second Friday following Labour Day. Any resulting staff adjustment will be made forthwith.

**27.02**

Whenever the total number of Teachers employed exceeds the number of Teachers required, the aforementioned notice shall include the name of every Teacher who may be laid off. A copy of the notice shall be given to the Union.

**Lay-Off**

**27.03**

Teachers shall be laid off in reverse order of seniority. A layoff may be full or partial. However, the Board may retain on staff a Teacher who has FSL, Library, Design and Technology or Special Education qualifications or any other area in which qualification may be required by provincial regulation in place of a Teacher with higher seniority.

Notwithstanding the above, the District Staffing Committee will make the determination to lay off the Teacher with the lower seniority if the Teacher with higher seniority guarantees to become qualified in the necessary program prior to the beginning of the next school year.

**Individual Notice**

**27.04**

Every Teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore. Such notice shall be given at least one school day in advance of the posting of the list.

**Recall**

**27.05**

A Teacher who has been laid off shall have and shall retain for a period of two (2) school years the following rights:

- a) the right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return;
- b) the right to access a copy of all notices posted in schools, or given to other Teachers, respecting terms and conditions of employment, including job postings and seniority lists;
- c) the right to continue to participate in the extended health and dental benefit plans, provided the Teacher on lay-off pays the total cost of such plans. This right shall continue until the Teacher is employed elsewhere or the Teacher is no longer on the recall list.

**27.06**

A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment for the remainder of her/his period of recall.

**27.07**

A recall notice shall be sent by registered mail to the last known address of the Teacher or by personal telephone call which would be subsequently confirmed in writing. It shall be the responsibility of the Teacher to advise both the Board and the Union of any change of address or telephone number.

**27.08**

A Teacher shall have four (4) working days following mailing of the recall notice or one (1) day after receipt of the personal telephone call to accept or decline the recall. A Teacher who chooses not to accept recall within the prescribed time lines shall lose the right of recall unless there are reasonable grounds for refusal.

In the event that a Teacher fails to respond to the recall notice within the prescribed time lines, the Teacher would remain in her/his position on the recall list and the recall would be offered to the next Teacher on the list.

**27.09**

A Teacher who was on a part-time assignment at the time s/he was laid-off shall be recalled to a part-time assignment only.

**27.10**

A Teacher who was on a full-time assignment shall be recalled to either a full-time or a part-time assignment, provided that a Teacher who had a full-time assignment shall have the right to refuse a part-time assignment without losing her/his right to recall.

**Leave for Upgrading or Retraining**

**27.11**

A Teacher who would otherwise be laid off shall, upon request, be granted a leave of absence of up to one (1) year for educational upgrading to become qualified to teach in areas in which Teachers may be required by the Board. This leave may be extended by mutual consent. Upon expiry of the leave, the Teacher shall be given any position for which the Teacher is qualified which is held by a Teacher with less seniority; otherwise, the Teacher shall be laid off.

**Teacher Surplus To A School**

**27.12**

"Teacher Surplus To A School" means a Teacher for whom no position is available within her/his existing school but for whom a position may exist within the Board.

**27.13**

A Teacher may be declared surplus to a school if

- a) the legal requirements for program are satisfied; and
- b) s/he is the lowest in the school on the Board seniority list

**27.14**

For the purpose of declaring Teachers surplus to a school, a Teacher returning from leave for the beginning of the following school year is considered to be part of the school staff that s/he left to go on leave if notice of return from leave is provided prior to February 20.

**27.15**

The Board shall determine the Teachers who shall be declared surplus to a school. A Teacher declared surplus to a school shall be notified in writing as to why s/he is declared surplus. This notification letter will be provided prior to April 30 for staffing under clause 27.01.1 or at least five working days prior to a staffing adjustment under clause 27.01.2 and 27.03. A copy of this letter shall be sent to the President of the Union Local,

**27.16**

Where a Teacher is declared surplus to a school during the initial stages of staffing, and where a position becomes available at that school prior to the completion of the staffing process, s/he shall receive a high priority in being maintained at the school provided that s/he has, or can be reasonably expected to attain, the necessary qualifications.

**27.17**

If a position does not become available in her/his home school, and after consultation with the Teacher, the Board shall make every reasonable attempt to assign that Teacher to a school in that same family of schools.

## **ARTICLE 28 - PART-TIME ASSIGNMENTS**

### **Definition of Teacher on Part-Time Assignment**

#### **28.01**

A Teacher on part-time assignment is a Teacher employed on a regular basis for other than full-time duty.

### **Increase in Teaching Time**

#### **28.02**

Prior to any new hire, a Teacher who requests an increase in time will be considered for the increase in time. Application for an increase in time shall be in writing to the Superintendent of Human Resources by March 15 to become effective the following September 1.

### **Part-Time Leave**

#### **28.03**

- a) A Teacher who, prior to March 15, requests a part-time leave commencing the following school year may have the request granted.
- b) A Teacher who requests and is granted a part-time leave for a specified period will return to her/his full entitlement at the end of the leave period.
- c) A Teacher may apply prior to March 15 for an extension of the Teacher's part-time leave and such extension may be granted.
- d) On return to her/his assignment, the Teacher has the right to continue to be a member of the staff of the school in which the Teacher had a part-time assignment, subject to the lay-off procedures in Article 27.

### **Scheduling of Assignments/Duties**

#### **28.04.1**

For part time Teachers, the Board shall schedule assignments consecutively during the working day. The Board may schedule assignments non-consecutively only with the consent of the Teacher and the Union.

#### **28.04.2**

Duties for a part-time Teacher shall be pro-rated

## **ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Definition of Grievance**

#### **29.01**

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may

be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

**Grievance Procedure**

**29.02**

If a Teacher is unable to resolve by informal discussion with a supervisor appointed by the Superintendent of Human Resources any complaint or question as to the interpretation, application, administration or alleged violation of this agreement, the Union on behalf of the Teacher may lodge a grievance as herein provided.

**29.03**

A grievance may be lodged at step one by the Union on behalf of a Teacher or group of Teachers.

**29.04**

A grievance of the Board or of the Union, on behalf of all of its members, may be initiated at Step 3.

**29.05**

Each party to the grievance may elect to be assisted by a local representative of its respective organization at Steps 1 and 2 of the grievance procedure. At Steps 3 and 4, each party to the grievance may elect to be assisted by a local and/or provincial representative of its respective organization.

**29.06**

All notices, reports and decisions shall be made in writing to the parties concerned, and may be delivered personally or sent by registered mail to the last known address recorded at the Board Office. In the event of delivery by registered mail, it shall be deemed to be received two business days after posting.

**29.07**

An accurate record of the dialogue of each meeting between the parties will be maintained by a recording secretary. Such grievance procedure minutes will not be admissible in Arbitration.

**29.08**

The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made. It is understood that Article 29.08 shall not apply to closed sessions of the Board or of the Union.

**29.09**

A grievance shall be submitted in writing setting out the facts of the grievance together with the provisions of the agreement by specific number alleged to have been violated, and shall not be subject to change after submission.



- 29.10** If at any stage of the grievance procedure the grievance is not processed by the grieving party in compliance with the time limits fixed herein, the grievance shall be deemed to have been abandoned.
- 29.11** If at any stage of the grievance procedure the party against whom the grievance has been lodged fails to adhere to the prescribed time lines, the grievance shall immediately proceed to the next Step.
- 29.12** Notwithstanding any other clause in this article, one or more of the Steps of the grievance procedure may be omitted, or the time lines extended, by written mutual consent of the parties, in respect of the processing of a particular grievance.
- 29.13** At each step of the grievance procedure, either party, on written notice, may change its representatives.
- 29.14** A Teacher who is required to be in attendance at any stage of the grievance procedure shall not suffer loss of pay nor seniority nor credit for teaching experience.

**Steps of the Grievance Procedure**

**29.15**

**STEP 1**

A grievance must be submitted in writing to the appropriate Superintendent or designate within 15 school days of the time the grievor became aware of the circumstances giving rise to the grievance or of the date when the event could reasonably have been detected. Within 10 school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within 10 school days of the meeting.

**29.16**

**STEP 2**

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within 10 school days of the response from the Superintendent or designate. Within 10 school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. A written response will be provided to the Union by the Director of Education within 10 school days of the meeting.

**29.17**

**STEP 3**

If no settlement is reached, the grievance shall be filed in writing to the Chair of the Board within 10 school days of the response from the Director of Education or designate. Within 10 school days of receipt of the grievance, a meeting will be held with the Chair of the Board or designate for a grievance filed by the Union or with the President of the Union for a grievance filed by the Board. A written response will be provided to the Union by the Chair of the Board or by the President to the Chair of the Board within 10 school days of the meeting.

**29.18**

**STEP 4**

If no settlement is reached, the grievor may submit the grievance to arbitration within ten (10) school days of receipt of the response.

**Arbitration - Single Arbitrator**

**29.19**

When both parties agree that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating its agreement of arbitrator or suggesting another arbitrator. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

**Decision of the Arbitrator**

**29.20**

The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

**Board of Arbitration**

**29.21**

When either party requests, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

**Powers of the Board of Arbitration**

**29.22**

An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*

**Decision of the Board of Arbitration**

**29.23**

An arbitration board shall give a decision after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

**Expenses of the Arbitrator or Board of Arbitration**

**29.24**

Both Parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties' respective appointees and one-half (½) of the fees and expenses of the chair of the arbitration board.

**ARTICLE 30 - STRIKE OR LOCKOUT**

**Strikes and Lockouts**

**30.01**

The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

**Strike by Other Board Employees**

**30.02**

No Teacher shall be requested or required to perform the duties of any other Teacher or employee of the Board who is engaged in a strike or lockout.

**ARTICLE 31 - UNION REPRESENTATIVES**

**31.01**

The Union shall notify the Board in writing of the names of persons elected to office in the Union and of School Stewards authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union.

**31.02**

The Board shall provide the Union with access to the Board's internal communication services in order to conduct Union business. The Board shall also provide the School

Steward in each school or workplace with access to a telephonic, fax machine, if available, and a photocopier.

**31.03**

The Board shall provide the School Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

**31.04**

The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

**31.05**

School Stewards at each workplace shall be granted reasonable time during the school day, exclusive of recess, the lunch period and preparation time, to perform Union duties, including processing grievances, without loss of pay or any other entitlement. Such granting of time shall not be unreasonably withheld. It is understood that the costs incurred as a result of releasing a School Steward to do Union business shall be borne by the Union.

**31.06**

The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

**School Budget**

**31.07**

Upon the request of a Teacher, the Principal shall review with the School Steward the allotment and allocation of the school budget funds.

**ARTICLE 32 - CORRESPONDENCE**

**32.01**

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

**ARTICLE 33 - PROFESSIONAL DEVELOPMENT**

**Professional Development Allowance**

**33.01**

The Board shall pay a professional development allowance to the Union in the amount of \$50,000. per year by September 30, to be remitted to the Union to be spent on professional

development for its members. The Union shall submit a written report and a general accounting of funds to the Board annually, on or before June 30.

**ARTICLE 34 - DURATION AND RENEWAL**

**Remains in Effect Until Notice Given**

**34.01**

This Agreement shall be in effect from September 1, 2000 and shall continue in force to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days nor more than ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

**34.02**

Notwithstanding the period of notice cited in Clause 34.01, either party may notify the other, in writing within the period commencing March 1 and ending July 31 in the year in which the Agreement expires that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

**34.03**

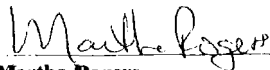
If either party gives notice of its desire to negotiate amendments in accordance with Article 34.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.

**34.04**

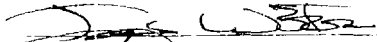
No changes can be made to this agreement without the written mutual consent of the parties.

DATED at Guelph, Ontario this 18<sup>th</sup> day of JUNE, 2001

On behalf of the  
Upper Grand District School Board

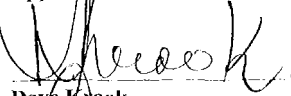


Dr. Martha Rogers  
Director of Education

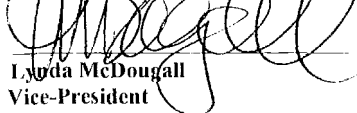


Jennifer Waterston  
Chair

On behalf of the  
Elementary Teachers Federation of Ontario  
Upper Grand Local



Dave Krook  
President



Lynda McDougall  
Vice-President

**APPENDIX A**

---

<b>FINANCE</b>	<b>REIMBURSEMENT OF EXPENSES</b>	<b>701</b>
----------------	----------------------------------	------------

---

**POLICY**

It is the policy of the Board to reimburse its employees and Trustees for expenses incurred while on authorized Board business.

**Administrative Detail**

1. It is the responsibility of the appropriate Superintendent to implement this policy in accordance with the appropriate section of the Education Act, the Reimbursement of Employee Expenses Procedures Manual 701 -A and the Reimbursement of Trustee Expenses Procedures Manual 701 -B.
2. Travel on Board business, as part of the regular duty, to and from a designated Board function (e.g. meetings or school events) is automatically approved for reimbursement. Travel by staff for other purposes requires the prior approval of the Director or designate. Travel by a Trustee for other purposes requires the approval of the Board.
3. Reimbursement for travel, accommodation and meals while on regular Board business will be made on the Reimbursement of Expenses form 701-1.

**A. INTRODUCTION**

- 1 The following guidelines are intended to assist employees with the completion of the Reimbursement of Expenses Form 701-1.
- 2 Expense accounts should be submitted monthly to the appropriate supervisor, for approval. Expenses shall be claimed during the appropriate budget year (Sept. 1 Aug. 31).
- 3 Receipts, except for mileage on authorized Board business, are required for all requests for reimbursement of expenses. Reimbursement will be at the current Board rate.
- 4 Submitted receipts should be on the vendor's official stationery, indicating the name of the employee and the date of the charge.

**B. TRAVEL**

Travel on Board business, to and from a designated Board function (e.g. meetings or school events) is automatically approved for reimbursement at the current Board approved rate.

**C. CONFERENCES**

- 1 Registration at conferences requires the approval of the Director or Designate.
- 2 Costs for necessary overnight accommodation shall be allowed at the rate of single accommodation.

**D. MEALS**

The cost of each meal shall be recorded individually. The maximum daily allowance is \$40/day (approximately \$8 for breakfast, \$12 for lunch and \$20 for dinner). The Board will not reimburse staff or Trustees for alcoholic beverages.

**E. TELEPHONE EXPENSES**

1. Long distance charges for Board business telephone calls, charged to a personal telephone bill, may be claimed for reimbursement.
2. A copy of the long distance telephone bill must be attached with the claimed call(s) circled for identification.
3. Irregularities in the use of Board calling cards may be brought to the attention of the Director.

**F. OTHER EXPENSES**

If other expenses are contemplated, these should receive the prior approval of the Director or designate.



## APPENDIX - B

### **POLICY**

It is the policy of the Board to provide health support services for students in accordance with Ministry of Education and Training guidelines.

#### **Administrative Detail**

1. It is the responsibility of the appropriate superintendent to monitor this policy.
2. It is the responsibility of the Principal to administer the policy.
3. The Principal may consult with the Wellington-Dufferin-Guelph Health Unit and the Community Care Access Centre of Wellington Dufferin when establishing in-school procedures.
4. This policy shall be administered in accordance with the Health Support Services Procedures Manual 509-A and the Resource Handbook 509-B and with the following forms and resources:
  - 1 Community Care Access Centre/School Health Support Services 509-1
  - 2 List of First-Aid Materials
  - 3 First-Aid Procedure Poster
  - 4 School Student Admission/Information Form
  - 5 Consent for Administration of Oral Medication 509-2
  - 6 Administration of Oral Medication Log 509-3
  - 7 Life-Threatening Management and Prevention Plan 509-4
5. This policy will be reviewed on an annual basis.
6. This policy will be administered in conjunction with Policies:
  - 304 Transportation of Students  
(See also Transportation Procedures Manual 304-A)
  - 604 Out-of-School Education

A. GENERAL

1. The Board recognises that few of its employees are trained physicians or registered nurses. This policy allows personnel to respond to medical and health situations without endangering the safety or well being of a pupil or subjecting

**Appendix – C**  
**UGDSB Workplace Early Intervention Program (WEIP)**

**Purpose Statement**

The Upper Grand District School Board and its Employee Groups are committed to maintaining a supportive workplace environment. The goal of the program is to return employees to their pre-injury/illness job. Every effort will be made to provide suitable and meaningful work for any employee unable to perform regular duties as a result of a work or non-work related injury or illness.

**Overview of the Program**

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.
Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence
The WEIP Coordinator reviews available information and may request that the employee have his/her physician or therapist complete a form which details functional limitations.
Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs he/she may have.
Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and: <ul style="list-style-type: none"><li>▪ If medical status is not improved/stable, makes a note to follow up in the future, or;</li><li>▪ If appropriate, notifies the Principal/Supervisor to work with the employee, as well as the WEIP Coordinator, if applicable, to develop a return to work plan which sets out duties and working hours/days as well as time targets, and/or;</li><li>▪ Consults with the Benefit Coordinator to decide whether an LTD application package should be provided to the employee.</li></ul>
Employee returns to work and the return to work plan is implemented, if applicable. The Principal/Supervisor and/or the WEIP Coordinator monitor the plan to ensure everything is progressing on schedule. The employee notifies the Principal/Supervisor or the WEIP Coordinator immediately if there are any concerns emerging.
The return to work plan is completed and the employee returns to his/her regular, pre-injury/illness job. The Principal/Supervisor continues to monitor for a short period to ensure the employee can manage full duties.
In the event that the employee has a permanent impairment and cannot return to his/her regular, pre-disability job, the Program Coordinator will liaise with the Executive Officer of Human Resources and other appropriate parties to locate a suitable permanent placement

## PROCEDURES

### A. FOLLOW-UP PROCESS:

- When an employee is absent from work, he/she is responsible for developing a schedule for ongoing contact with the Principal/Supervisor, and to call in or meet with the Principal/Supervisor at the agreed upon times. The purpose of the contact is to maintain a workplace connection, by keeping the employee up-to-date with events at the workplace and to remind the employee about the program. In addition, the employee will be responsible for providing information about any-expected limitations or return to work assistance that may be necessary. An employee may, at any time choose to maintain contact with the Early Intervention Program Coordinator directly.
- If an employee has been absent for a period of 5 or more working days, the Principal/Supervisor will notify the Program Coordinator. The Principal/Supervisor will continue to be responsible for maintaining contact with the employee thereafter, and to keep the Program Coordinator up-to-date.
- In the event the employee notifies the Principal/Supervisor of a planned absence for medical reasons, the Principal/Supervisor should notify the Program Coordinator right away. This will allow for early return to work planning to begin, even before the employee misses the first day of work.

### 1. DETERMINING THE FEASIBILITY OF RETURN TO WORK

- The program Coordinator will decide when it is appropriate to request information about functional limitations which may inhibit the employee's ability to work at his or her regular job. The employee will be provided with a form to take to his/her designated health care provider for completion.
- Once the completed form is received, the Program Coordinator will review the information, and make an assessment about return to work potential. The Program Coordinator will notify the Principal/Supervisor of the results, and will obtain any further updates on the employee's condition that the Principal/Supervisor may have.

2. RETURN TO WORK:

1. **Return to Regular Duties:**

- o In many situations, the employee will return to his/her pre-disability job with no need for assistance. While these returns are straightforward, the Principal/Supervisor will still check with the employee and, if appropriate, remind the employee about the program and the assistance that is available if problems occur. In addition, the Principal/Supervisor will provide information about the return to work to the WEIP Coordinator for program measurement purposes.

2. **Return to Modified Duties:**

- o In other situations, the employee will not be able to return to his/her pre-disability job right away, but will be capable of performing work that is suitable to the limitations or restrictions which might result from the disability. In these situations, return to work assistance may be necessary to help build strength and stamina to prepare for return to regular duties. Return to work assistance may include any or all of changed duties, reduced hours or changed shifts.
  - a) For straightforward situations the Principal/Supervisor and the employee may simply agree on and implement the required modifications. The Principal/Supervisor is responsible for letting the Program Coordinator know about the assistance that has been provided, and for how long. The Principal/Supervisor will also be responsible for monitoring the employee's progress regularly throughout the period of assistance and for several days after return to regular duties to ensure there are no concerns.
  - b) For more complex situations, the Program Coordinator will work with the Principal/Supervisor and the employee to design and implement a return to work plan. The employee has the right to request the involvement of his/her collective bargaining agent in these discussions. The resulting plan will be documented and signed by the employee, Principal/Supervisor and the Program Coordinator. The Principal/Supervisor and employee are responsible for implementing the plan and monitoring the employee's progress. Where concerns arise, the Program Coordinator will be notified by the employee or Principal/Supervisor and will assist, as necessary, in resolving the concern(s).
- Infrequently, an employee will be permanently disabled and will never be able to return to his or her regular, pre-disability job. In these situations, the Program Coordinator will be responsible to work with the Executive Officer of Human Resources and other appropriate parties to seek alternate job duties for the employee, in accordance with standard Board of Education policy.

3. **Involvement of External Parties:**

- o The WEIP Coordinator will:
  - determine when it is appropriate to involve external parties;
  - assist with gaining access to the medical system when requested to do so by the employee.

3. MAKING APPLICATION FOR LONG TERM DISABILITY

- o Benefits staff in Human Resources will identify when an employee has been absent for a period which approximates one-half the LTD qualifying period. In consultation with the WEIP Coordinator, they will determine when it is appropriate

for the employee to complete an application for LTD benefits and will provide a package to the employee.

- Completed LTD applications may be forwarded by Human Resources staff or sent directly to OTIP, who will be responsible to forward the application to the insurer and to follow up on any missing information. In addition, OTIP will monitor the insurer's decisions and will assist the LTD applicant as necessary.
- The WEIP Coordinator will represent the Board at regular case review meetings with the insurer, OTIP, WSIB, etc., as applicable. The goal of the meetings is to provide updates to all parties on the progress being achieved by employees who are absent, are on modified work programs and/or are on disability benefits,

**APPENDIX - D**

---

<b>HUMAN RESOURCES</b>	<b>ABSENCES AND LEAVES</b>	<b>411</b>
------------------------	----------------------------	------------

---

**POLICY**

It is the policy of Upper Grand District School Board to consider granting absences and leaves to its employees for specific purposes.

---

**Administrative Detail**

1. It is the responsibility of the appropriate Superintendent to administer this policy in accordance with the Absences and Leaves Procedures Manual 411 -A.
2. Employees will apply for an absence or leave on the Request under Absence and Leave Policy Form 411-1.
3. Time allowed for various absences and leaves shall be in accordance with this policy unless superseded by a specific collective agreement.

Revised June 2000

Adopted May 1992

**A. GENERAL**

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, the Director of Education, as outlined in this policy, may extend an absence/leave.
3. When an employee requests a leave of absence or becomes absent for a reason not specified in this Policy, the Director of Education shall decide whether to grant or refuse the request, the payment of salary and other benefits.
4. An employee may appeal to the Board, through the Director of Education, for a review of a ruling based on the application of this Policy.

**B. ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS****1. Bereavement**

In cases of personal bereavement, leave will be granted as follows:  
In special circumstances the leave may be extended at the sole discretion of the Director.

- a) Immediate family (spouse/partner or child) - up to 5 days
- b) Parent or sibling of employee or spouse/partner - up to 3 days
- c) Other - upon recommendation of Principal/Supervisor and subject to the approval of the Director of Education.

**2. Illness in Immediate Family**

- a) In case of illness of a spouse/partner, parent or child that requires the employee's urgent personal attention, a leave will be granted up to 2 days per year.

Revised June 2000

Adopted May 1992



- b) This leave may be extended under exceptional circumstances on recommendation of the Principal/Supervisor and subject to the approval of the Director of Education.

**3. Attending Funerals**

Principals/Supervisors, after consultation with the appropriate Superintendent, may allow a reasonable representation of employees to attend funerals.

**4. Legal commitments**

In cases of legal commitments, leave will be granted as follows:

- a) Jury Duty no time limit; jury fee, exclusive of any travel allowance, remitted to the Board.
- b) Witness - no time limit; witness fee, exclusive of any travel allowance, remitted to the Board.
- c) Plaintiff or defendant - at the discretion of the Director of Education.
- d) Quarantine or other order of health authorities - according to the provisions of the Education Act and other relevant legislation.

**5. Post-Secondary Graduation Exercises**

Employees may be granted a leave to a maximum of one day per year for each of the following:

- i) to attend their own graduation ceremony,
- ii) to attend the graduation ceremony of their spouse/partner,
- iii) to attend the graduation ceremony of each child;

providing that the ceremony occurs during normal working hours

Revised June 2000

Adopted May 1992

**6. Examinations**

Employees may be granted leave to write an examination scheduled during normal working hours as follows:

- a) Examination centre is within 30 km. of work place - 1/2 day per examination.
- b) Examination centre is beyond 30 km. of work place - one day per examination.
- c) The maximum allowed to write an examination(s) is 2 days per year.

**7. External Educational Committees**

Allowances for absence for employees serving as members of external educational committees will be set in consultation with the appropriate Superintendent.

**8. Personal**

Leaves up to 1 day per year may be granted to an employee for personal reasons, including the observances of major religious days, if deemed reasonable by the appropriate Superintendent.

**9. Absences Due to Inclement Weather**

- a) Notwithstanding the cancellation or delay of buses, employees shall make every reasonable effort to arrive at their work site on time. Staff who wish to work at a different site must obtain the prior approval of their Supervisor.
- b) After attempting to travel to their own school or work site, and failing to do so, teachers should provide assistance at the schools in their residential communities.

Revised June 2000

Adopted May 1992

- c) School time missed during the working day, due to inclement weather, will be defined as an absence.

Revised June 2000

Adopted May 1992

- d) Occasional teachers are not to be used when teachers are absent due to inclement weather.
- e) If an employee is absent due to inclement weather, the employee must complete The Request Under Absence and Leave Policy 4 11-1, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

**C. ABSENCES WITH LOSS OF SALARY AND BENEFITS**

- 1. a) In certain situations, upon prior application, and receipt of approval, a leave may be granted to an employee but with loss of salary, cumulative sick leave and retirement allowances,
  - b) It shall not be assumed that a willingness to forgo salary, ensures the acceptance of the employee's application for leave.

Revised June 2000

Adopted May 1992

## APPENDIX 'E'

### PRESCRIBED DRUGS WITH LIMITATIONS AS PER THE: FORMER WELLINGTON EXTENDED HEALTH POLICY

- Eligible Expenses for Pay-Direct Drug Benefit
  - ✓ Eligible expenses include:
    1. drugs, sera and injectables which are prescribed by a physician or dentist:
    2. thugs and supplies available without a prescription which are required as a result of a colostomy or ileostomy, or for the treatment of cystic fibrosis, diabetes and parkinsonism.
  - ✓ These eligible expenses must be:
    - medically necessary,
    - dispensed by a pharmacist, physician or dentist,
    - reasonably and customary (as determined by the insurance company) in the quantity dispensed and price, in the area in which the expense is incurred.
  
- Exceptions and Limitations of Pay-Direct Drug Plan
  - ✓ Payment will not be made for any of the following items:
    - any item for which the cost is payable under any government plan or law;
    - atomizers, appliances, prosthetic devices and first aid and/or diagnostic supplies;
    - diaphragms, condoms, contraceptive jellies or appliances normally used for contraception whether or not such prescription is given for a medical reason, except orally administered contraceptives;
    - \*vitamins (other than injectable) and dietary supplements whether or not such prescriptions are given for a medical reason, except where federal or provincial law requires a prescription for their **sale**; and
    - \*proprietary and patent medicines which:
      - 1) are defined as products registered under Division Ten of the Food and Drugs Act, Canada
      - 2) bear a general public (G.P.) number on their label, and
      - 3) do not bear a drug identification number (D.I.N.) on their label.
  
  - \* NOTE: These items do not apply to purchases made in Quebec if a substance is shown in the list of medicines published by the R.A.M.Q. or the addendum published by the A.Q.P.P.

APPENDIX - G

LETTER OF INTENT

BETWEEN:

UPPER GRAND DISTRICT SCHOOL BOARD

AND

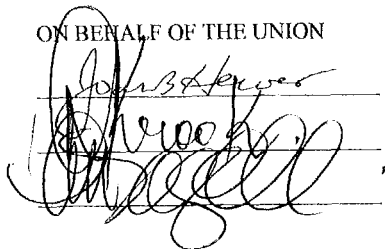
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

RE: QECO Program 5

The Board and the Union agree to meet prior to the expiration of this Collective Agreement to investigate QECO Program 5

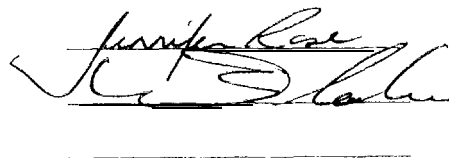
Dated at Guelph this 18<sup>th</sup> Day of June, 2001

ON BEHALF OF THE UNION



Handwritten signature of a representative of the Union, written over a horizontal line.

ON BEHALF OF THE BOARD



Handwritten signature of a representative of the Board, written over a horizontal line.

APPENDIX - F

LETTER OF INTENT

BETWEEN:

UPPER GRAND DISTRICT SCHOOL BOARD

AND

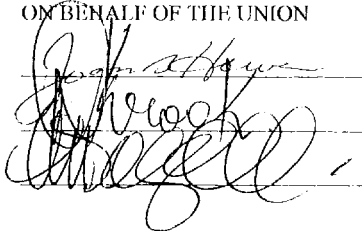
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

**RE: Sick Leave Credits**

The Board shall update the employee's sick leave credits on a monthly basis and show this information on the salary statement when this information becomes available through the Board's automated SDS system.

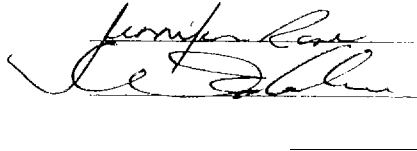
Dated at Guelph this 18<sup>th</sup> Day of June, 2001

ON BEHALF OF THE UNION



Handwritten signature of a union representative, appearing to be "J. Wood", written over a horizontal line.

ON BEHALF OF THE BOARD



Handwritten signature of a board representative, appearing to be "Jennifer Rose", written over a horizontal line.

APPENDIX - H

LETTER OF INTENT

BETWEEN:

UPPER GRAND DISTRICT SCHOOL BOARD

AND

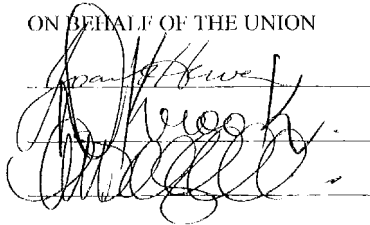
ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

RE: Harassment Policy

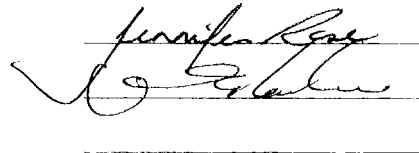
The Harassment Policy shall be presented to the Board for approval by June 30, 2001

Dated at Guclph t h i s 18<sup>th</sup> Day o r JUNE 2001

ON BEHALF OF THE UNION

  
\_\_\_\_\_

ON BEHALF OF THE BOARD

  
\_\_\_\_\_  
\_\_\_\_\_