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OFFICE OF
 JAN 21 2004
 COLLECTIVE BARGAINING
 INFORMATION

Collective Agreement

Between

Upper Grand District School Board

And

Elementary Teachers' Federation of Ontario
 Upper Grand Local

For the Period of
 September 1, 2002 to August 31, 2004

1220003

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
COLLECTIVE AGREEMENT DATES.....	8
ARTICLE 2 - SCOPE AND RECOGNITION.....	11
ARTICLE 3 - UNION DUES AND ASSESSMENTS.....	11
ARTICLE 4 - RIGHTS AND RESPONSIBILITIES.....	11
<i>Reasonable Exercise of Rights.....</i>	<i>11</i>
<i>Statutory Responsibilities.....</i>	<i>12</i>
<i>No Discrimination.....</i>	<i>12</i>
<i>Evaluations.....</i>	<i>13</i>
<i>Performance Appraisal.....</i>	<i>13</i>
<i>Just Cause.....</i>	<i>13</i>
<i>Terminations.....</i>	<i>13</i>
<i>Labour Management Co-operative Committee.....</i>	<i>14</i>
ARTICLE 5 - NEW POSITIONS AND VACANCIES.....	14
<i>Definitions.....</i>	<i>14</i>
<i>Job Postings.....</i>	<i>14</i>
<i>External Advertisement.....</i>	<i>15</i>
<i>Definition of Vacant Position & Added Responsibility, Centrally Assigned Position or Special Assignment.....</i>	<i>15</i>
<i>Creation of a New Position.....</i>	<i>15</i>
<i>System Posting.....</i>	<i>16</i>
<i>External Advertisement.....</i>	<i>16</i>
<i>Debriefing.....</i>	<i>16</i>
ARTICLE 6 - TRANSFER.....	16
<i>Transfer to Distant Location.....</i>	<i>16</i>
<i>Allowance for Transfers.....</i>	<i>16</i>
<i>Allowance for Change & Assignment.....</i>	<i>16</i>
<i>Moving Allowance.....</i>	<i>17</i>

<i>Teacher Requested Transfers</i>	17
<i>Board Requested Transfers</i>	18
<i>Transfers Other Than for September 1</i>	18
<i>Surplus Situations</i>	18
<i>Transfers for Professional Growth and Development</i>	18
<i>Exchange of Teachers</i>	18
ARTICLE 7 - PROBATIONARY PERIOD	19
ARTICLE 8 - ACCESS TO INFORMATION	19
<i>Personnel Files</i>	19
<i>Documents Respecting Performance or Conduct</i>	19
<i>Signature Not Approval</i>	20
<i>Adverse Material To Be Removed</i>	20
<i>Access To Board Minutes</i>	20
<i>Data for Negotiations</i>	20
<i>Access To Member Information</i>	21
<i>Accuracy May Be Disputed</i>	21
ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT	21
ARTICLE 10 - SALARY AND ALLOWANCES	21
<i>Credits and Contributions</i>	21
<i>Method of Payment</i>	22
<i>Paydates</i>	22
<i>Grid Placement</i>	24
<i>Salary Grids</i>	24
<i>Allowances for Post Graduate Degrees</i>	27
<i>Credit for Teaching Experience</i>	27
<i>Related Experience</i>	27
<i>Category Classification</i>	28
<i>Category Changes</i>	29
<i>Allowance For Additional Responsibility</i>	29
(a) <i>Consultant's Responsibility Allowance</i>	29
(b) <i>Co-ordinator's Responsibility Allowance</i>	30
<i>Payroll Deductions</i>	30

ARTICLE 11 - EXPENSES.....	30
<i>Expense Allowances.....</i>	<i>30</i>
<i>Reimbursement for Teachers for Expenses Incurred While on Board Business.....</i>	<i>30</i>
<i>Travel Expenses.....</i>	<i>31</i>
ARTICLE 12 - WORKING CONDITIONS.....	31
<i>School Year.....</i>	<i>31</i>
<i>Supervision.....</i>	<i>31</i>
<i>Instructional Time.....</i>	<i>32</i>
<i>Preparation Time - Effective September 1, 2001.....</i>	<i>32</i>
<i>Lunch Break.....</i>	<i>33</i>
<i>Time for Traveling.....</i>	<i>34</i>
<i>Travel Between Two Schools.....</i>	<i>34</i>
<i>Teacher Absence.....</i>	<i>34</i>
<i>Teacher in Charge.....</i>	<i>34</i>
<i>Staff Meetings.....</i>	<i>34</i>
<i>Extra-curricular.....</i>	<i>35</i>
<i>School Improvement Planning Process.....</i>	<i>35</i>
ARTICLE 13 - STAFFING.....	35
<i>Average Class Size.....</i>	<i>35</i>
STAFFING COMMITTEES.....	35
<i>District Staffing Committee.....</i>	<i>35</i>
<i>Composition.....</i>	<i>36</i>
<i>Duties.....</i>	<i>36</i>
<i>Staffing Procedures.....</i>	<i>36</i>
<i>In School Staffing Committees.....</i>	<i>36'</i>
<i>Composition.....</i>	<i>37</i>
<i>Duties.....</i>	<i>37</i>
<i>Determination of Assignments.....</i>	<i>37</i>
<i>Determination of Staff.....</i>	<i>38</i>
ARTICLE 14 - MEDICAL PROCEDURES.....	38
<i>Invasive Procedures.....</i>	<i>38</i>
<i>Medical Procedures.....</i>	<i>39</i>

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY.....	39
<i>Joint Health and Safety Committee Members.....</i>	39
<i>Health and Safety WorkerMembers.....</i>	39
<i>ViolentIncidents.....</i>	39
ARTICLE 16 - TEMPORARY PRINCIPALS AND VICE-PRINCIPALS.....	40
ARTICLE 17 -HARASSMENT	40
ARTICLE 18 - BENEFIT PLANS.....	41
<i>Extended Health and Dental Plans.....</i>	41
<i>Extended Health.....</i>	41
a) Prescription Drugs.....	41
b) Paramedical Coverages.....	41
c) Out-of-province Coverage.....	42
d) Hospital Benefit.....	42
e) Vision care.....	42
<i>Dental.....</i>	42
<i>Group Life and Accidental Death & Dismemberment (AD&D).....</i>	42
<i>Employee Assistance Plan.....</i>	43
<i>Long Term Disability.....</i>	43
ARTICLE 19 - SICK LEAVE.....	43
<i>Sick Leave Account.....</i>	43
<i>Sick Leave Credit Accumulation.....</i>	44
<i>Pro-rated for Part-Time.....</i>	44
<i>Leaves of Absence.....</i>	44
<i>Account Debited.....</i>	44
ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY	45
<i>Leavefor Public Office</i>	46
<i>Return From a Leave.....</i>	46
ARTICLE 21 - SHORT-TERM PAID LEAVES OF ABSENCE.....	46
ARTICLE 22 - PREGNANCY/PARENTAL LEAVE.....	46
<i>Extended Pregnancy and Parental Leave.....</i>	47
<i>Extended Leave Benefits.....</i>	47

<i>Supplementary Employment Benefit Plan (SEB)</i>	48
<i>Absence Due To Birth or Adoption</i>	48
ARTICLE 23 - DEFERRED SALARY LEAVE PLAN	48
<i>Types of Leaves</i>	49
<i>Application</i>	49
<i>Financial Provision</i>	50
<i>Additional Conditions and Terms of Reference</i>	50
ARTICLE 24 - UNION RELEASE TIME/LEAVE	51
ARTICLE 25 - RETIREMENT GRATUITY	53
<i>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</i>	53
<i>Pertaining to Teachers whose employment with the former Wellington Board commenced prior to September 1, 1998</i>	53
<i>Pertaining to Teachers employed by the Board prior to September 1, 1984</i>	53
<i>Pertaining to Teachers whose employment with the Board commenced prior to September 1, 1971</i>	54
<i>Pertaining to Teachers whose employment with the Board commenced after August 31, 1971 and prior to September 1, 1984</i>	54
<i>Teachers hired by the Board after August 31, 1984 but prior to September 1, 1998</i>	54
<i>Pertaining to Teachers whose employment with the Board commenced after August 31, 1998</i>	55
<i>Benefits to Estate</i>	55
<i>Payment</i>	55
ARTICLE 26 - SENIORITY	56
ARTICLE 27 - LAY-OFF, RECALL AND SURPLUS TO SCHOOL	57
<i>Notice of Possible Lay-off</i>	57
<i>Lay-Off</i>	58
<i>Individual Notice</i>	58
<i>Recall</i>	58
<i>Leave for Upgrading or Retraining</i>	59
<i>Teacher Surplus To A School</i>	59
<i>Area Reorganization</i>	60
<i>Surplus of Staff Centrally Allocated</i>	62
ARTICLE 28 - PART-TIME ASSIGNMENTS	62

Definition of Teacher on Part-Time Assignment..... 62

Increase in Teaching Time..... 62

Part-Time Leave..... 62

Scheduling of Assignments/Duties..... 62

ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE.....63

Definition of Grievance..... 63

Grievance Procedure..... 63

Steps of the Grievance Procedure..... 64

Arbitration - Single Arbitrator..... 65

Decision of the Arbitrator..... 65

Board of Arbitration..... 65

Powers of the Board of Arbitration..... 65

Decision of the Board of Arbitration..... 65

Expenses of the Arbitrator or Board of Arbitration..... 66

ARTICLE 30 - STRIKE OR LOCKOUT..... 66

Strikes and Lockouts..... 66

Strike by Other Board Employees..... 66

ARTICLE 31 - UNION REPRESENTATIVES.....66

School Budget..... 67

ARTICLE 32 - CORRESPONDENCE.....67

ARTICLE 33 - PROFESSIONAL DEVELOPMENT.....67

Professional Development Allowance..... 67

ARTICLE 34 - DURATION AND RENEWAL.....67

Remains in Effect Until Notice Given..... 67

APPENDIX A: FINANCE REIMBURSEMENT OF EXPENSES 701.....69

POLICY..... 69

Administrative Detail..... 69

A. *INTRODUCTION*..... 69

B. *TRAVEL*..... 70

C. *CONFERENCES*..... 70

D.	MEALS	70
E.	TELEPHONE EXPENSES	70
F.	OTHER EXPENSES	70
APPENDIX B: HUMAN RESOURCES ABSENCES AND LEAVES 411		71
	POLICY	71
	Administrative Detail.....	71
A.	GENERAL	71
B.	ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS	72
1.	Bereavement.....	72
2.	Illness in Immediate Family.....	72
3.	Attending Funerals.....	72
4.	Legal Commitments.....	72
5.	Post-Secondary Graduation Exercises.....	73
6.	Examinations.....	73
7.	External Educational Committees.....	73
8.	Personal.....	73
9.	Absences Due to Inclement Weather	73
C.	ABSENCES WITH LOSS OF SALARY AND BENEFITS	74
APPENDIX C: UGDSB Workplace Early Intervention Program (WEIP)		75
APPENDIX D: Prescribed Drugs with Limitations		79
APPENDIX E: Letter of Intent RE: Sick Leave Credits		80
APPENDIX F: Letter of Agreement RE: Criminal Records Check		81
APPENDIX G: Letter of Understanding RE: Reduction in Use of Occasional Teachers		82
APPENDIX H: Letter of Intent RE: Supervision Duties		83
APPENDIX I: Letter of Intent RE: Supplementary Employment Benefits Plan		84
Index		85

COLLECTIVE AGREEMENT DATES		
Date	Comment	Article
September (first day of school)	Twenty sick leave days credited to each full time Teacher's account; a pro-rated amount credited to part time Teacher's account.	19.03
September	Timing for regular staff meetings to be determined and posted.	12.10
September	The amount of time to be allotted for monthly Health and Safety inspections to be determined by the Board's Health and Safety Officer and the Superintendent of Human Resources.	15.03.1
September (second Friday following Labour Day)	Staffing levels will be adjusted based on actual enrolment.	27.01.2
September 30	School supervision survey to be completed by School Steward and Principal .	12.02.1(c)
October		
November	In-School Staffing Committee selected.	13.03.1
November 15	Each Teacher to receive from the Board salary and benefits notification regarding their teaching experience, pay, benefits and sick leave credits.	10.1
November 30	Due date for notification if a Teacher wants to resign effective December 31. However, a Teacher and the Board may mutually agree to the Teacher resigning at any time.	4.08

COLLECTIVE AGREEMENT DATES

Date	Comment	Article
December 31	Teacher to submit to the Board documents (or notification of intention to submit the documents) indicating a change in category placement on the salary grid as a result of successfully completing courses prior to September 1. The increase in pay will be retroactive to September 1.	10.11
January 10	Application forms due to OTG for a new Teacher who has successfully completed her/his probationary period in order to receive the \$1400 RSP.	25.03
February 20	Teacher to inform the Board, in writing, of intention to return for the following school year in order to guarantee return to same school s/he was in when the leave began.	20.06
March 15	Teacher requested transfer to be submitted to the Superintendent of Human Resources.	6.04.3
March 15	Application for a leave of absence, full or part-time, effective the following September, to be submitted to the Superintendent of Human Resources.	20.01 28.03
March 15	Applications for an increase in time effective the following September to be submitted to the superintendent of Human Resources.	28.02
April 1	Board to provide written notification acknowledging receipt of a Teacher's request for a transfer.	6.04.4
April 1	Completed seniority list to be posted in each school.	26.01 26.04
April 15	Board to notify Union of possible layoffs for subsequent school year.	27.01.1
April 30	Teacher to receive notification from the Board regarding a Board requested transfer.	6.05.1

COLLECTIVE AGREEMENT DATES

Date	Comment	Article
May 15	Last opportunity to identify errors in the seniority list before it is deemed correct.	26.05
May 31	Due date for notification if a Teacher wants to resign effective August 31. However, a Teacher and the Board may mutually agree to the Teacher resigning at any time.	4.08
June 10	Board to provide written notification to Teachers whose transfers were granted	6.04.4 6.05.3
June 30	Teacher to submit to the Board documents (or notification of intention to submit the documents) indicating a change in category placement on the salary grid as a result of successfully completing course(s) between September 1 and December 31. The increase in pay will be retroactive to January 1.	10.11
July		
August 31	Collective Agreement expires August 31, 2004	34.01

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 non-discriminatory and in good 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.

Performance Appraisal

4.06.1

The Board will consult with the Bargaining Unit in the development of, and prior to making changes to, the Board's policies and procedures regarding Teacher performance appraisals

4.06.2

Should a performance appraisal result in **an** unsatisfactory rating, the Principal or designate shall advise the Teacher to contact the Union.

4.06.3

A Teacher shall be given at least 48 hours notice before a formal classroom observation.

4.06.4

The Bargaining Unit has the right to file a grievance with respect to the performance appraisal report of a Teacher, **which** may lead to termination, up to the last day **of** the school year in which the performance appraisal cycle is completed.

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.

Labour Management Co-operative Committee

4.10

A Labour Management Co-operative Committee shall be established with no more than four representatives of each of the Union and of management to discuss matters of concern. The committee will meet six times per year.

ARTICLE 5 - NEW POSITIONS AND VACANCIES

Definitions

5.01.1

A "teaching vacancy" is a teaching assignment covered by this Collective Agreement but which is not a Position of Added Responsibility, Centrally Assigned Position ~~or~~ Special Assignment and is unoccupied because

- (a) the incumbent has been transferred, promoted, or dismissed, or has resigned or died, or,
- (b) there has been an increase in the staff complement.

5.01.2

The term "qualification" in Article 5 refers to qualifications ~~as~~ required by the Education Act and Regulations as they may be amended ~~from~~ time to time.

5.01.3

A teaching vacancy created between September 15 and June 15 shall be filled as per Articles 5.02.1 through 5.03 inclusive.

5.01.4

A teaching vacancy created between June 16 and September 14 which the Board desires to fill may be filled through external advertisement.

Job Postings

5.02.1

When a teaching vacancy arises, the Principal shall survey the Teachers within that worksite for possible reassignment. Following ~~all~~ reassignments, the resulting vacancy shall be posted in ~~hard~~ copy format and electronically within the system for at least three

(3) school days prior to the closing date for receipt of applications. Concurrently a copy of the notice shall be sent to the Union.

5.02.2

All postings shall include the title of the position, necessary qualifications, due date for applications, and effective date.

5.03

When a Teacher accepts an assignment, filling the subsequent opening during the period of September 15 and June 15 shall follow the procedure given in Article 5.02.

External Advertisement

5.04

Should the Board be unable to fill a teaching vacancy from among the Teachers covered by this Collective Agreement, including those who were terminated under Article 27 - Lay-off and Recall and those qualified part-time Teachers who are requesting an increase in time, the teaching vacancy may be filled by another Teacher employed by the Board or by a Teacher recruited by means of external advertisement. 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.

Definition of Vacant Position of Added Responsibility, Centrally Assigned Position or Special Assignment

5.05.1

A "vacancy," under Article 5.05 means an assignment covered by this Collective Agreement and is unoccupied because

- a) the incumbent has been transferred, promoted, or dismissed, or has resigned or died, or
- b) a new position has been created.

Creation of a New Position

5.05.2

- a) 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.
- b) 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.

System Posting

5.05.3

The Board shall post in every worksite within the Board a notice of all openings which the Board desires to fill referred to in Articles 5.05.1 and 5.05.2 at least five school days prior to the closing date for receipt of applications for said position(s).

5.05.4

All postings in 5.05.3 shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and/or applicable allowances and effective date.

External Advertisement

5.05.5

Should the Board be unable to fill the vacancy or new position defined in Article 5.05 from among the Teachers covered by this Collective Agreement, including those who were terminated under Article 27 - Lay-off and Recall and those qualified part-time Teachers who are requesting an increase in time, the Board may fill the vacancy or new position with a Teacher recruited by means of external advertisement.

Debriefing

5.06

A bargaining unit member who was interviewed for a position covered by Article 5 shall receive a debriefing, if so requested, following the selection process.

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. It is understood that this clause does not apply to System Responsibility Teachers returning from leaves and Teachers declared surplus to a school.

Allowance for Transfers

6.02.1

A Teacher who is transferred during the school year shall be entitled to two school days free of teaching and supervision duties to prepare for the new assignment.

Allowance for Change of Assignment

6.02.2

If a Teacher's assignment within the school changes during a school year, **or** if the major part of that assignment changes during the school year, s/he shall be entitled to one school day free of teaching and supervision duties to prepare for the new assignment.

6.02.3

The Board will assist a Teacher who is transferred or changes to a different classroom. The Board shall provide moving materials, including boxes, and the personnel to perform the physical relocation, at Board expense.

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 is in at least her/his eighth year of teaching at a school may apply for a transfer and that transfer shall be granted, following consultation with the Teacher, provided that:

- a) a position within the Teacher's stated parameters is available and
- b) the Teacher is qualified as defined by the Education Act, Regulation 298.

Placements will be done in order of seniority.

6.04.2

A Teacher who has been teaching at a school for less than seven years and who has applied for a transfer may be granted that transfer. It is understood that priority shall be given to Teacher Requested Transfers in accordance with Clause 6.04.1

6.04.3

A Teacher Requested Transfer shall be submitted to the Superintendent of Human Resources by March 15.

6.04.4

A Teacher who has applied for a transfer shall receive notification by Human Resources of receipt of the request for transfer by April 1st. The Teacher shall receive written notification that confirms any approved transfer by June 10.

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 (1.0) 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 Teachers, the Principals and the Superintendents of Education is required. Elementary Teachers on an inter-panel exchange shall be paid according to the salary grid, receive benefits, and accrue seniority according to this collective agreement. The elementary Teacher in the exchange shall notify the Ontario Teachers' Federation in advance of the exchange.

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 twelve (12) 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

8.10.1

Upon receipt of a written request by a Member the Board shall delete and destroy any documentation in the member's Personnel File regarding an issue **of** discipline or derogatory notation after a period of three (3) years have elapsed since the issue was noted. Such a request would only be granted if the Teacher had improved in areas identified in the documentation.

8.10.2

Upon the written request of the Teacher, an unsatisfactory Teacher performance appraisal shall be removed from her/his file after **six (6)** years provided that the necessary improvements in the identified areas have been made.

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

Teachers shall be paid on the basis of twenty-six (26) equal bi-weekly pays of 3.846% of annual salary. For the 2003-2004 school year, the payments shall begin on August 22, 2003. For the 2004-2005 school year, the payments shall begin on August 27, 2004. For the following years, the twenty-six (26) equal bi-weekly pays shall commence on the first Friday before Labour Day.

Paydates

2002 -2003 PAYDATES	10 Month Payment % Paid	12 Month Payment % Paid
August 23, 2002	3.846	3.846
September 6, 2002	3.846	3.846
September 20, 2002	3.846	3.846
October 4, 2002	3.846	3.846
October 18, 2002	3.846	3.846
November 1, 2002	3.846	3.846
November 15, 2002	3.846	3.846
November 29, 2002	3.846	3.846
December 13, 2002	3.846	3.846
December 27, 2002	3.846	3.846
January 10, 2003	3.846	3.846
January 24, 2003	3.846	3.846
February 7, 2003	3.846	3.846
February 21, 2003	3.846	3.846
March 7, 2003	3.846	3.846
March 21, 2003	3.846	3.846
April 4, 2003	3.846	3.846
April 17, 2003	3.846	3.846
May 2, 2003	3.846	3.846
May 16, 2003	3.846	3.846
May 30, 2003	3.846	3.846
June 13, 2003	3.846	3.846
June 27, 2003	15.3840	3.846
July 11, 2003	Nil	3.846
July 25, 2003	Nil	3.846
August 8, 2003	Nil	3.850

2003-2004 PAYDATES	12 Month Payment % Paid
August 22, 2003	3.846
September 5, 2003	3.846
September 19, 2003	3.846
October 3, 2003	3.846
October 17, 2003	3.846
October 31, 2003	3.846
November 14, 2003	3.846
November 28, 2003	3.846
December 12, 2003	3.846
December 24, 2003	3.846
January 9, 2004	3.846
January 23, 2004	3.846
February 6, 2004	3.846
February 20, 2004	3.846
March 5, 2004	3.846
March 19, 2004	3.846
April 2, 2004	3.846
April 16, 2004	3.846
April 30, 2004	3.846
May 14, 2004	3.846
May 28, 2004	3.846
June 11, 2004	3.846
June 25, 2004	3.846
July 9, 2004	3.846
July 23, 2004	3.846
August 6, 2004	3.850

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 form shall be sent to the employee by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy of the deposit advice form shall notify the payroll department, in writing, and the form shall be sent to the employee in an envelope. 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 March 22, 2001 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 her/his assignment.

10.04.2

Each Teacher hired following March 22, 2001 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 the following grid for the period of September 1, 2002 to January 31, 2003:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$31,698.00	\$35,484.00	\$36,608.00	\$38,489.00	\$40,670.00
1	\$33,153.00	\$36,648.00	\$37,533.00	\$40,060.00	\$42,298.00
2	\$34,986.00	\$38,489.00	\$39,715.00	\$42,707.00	\$45,179.00
3	\$36,861.00	\$40,531.00	\$41,899.00	\$45,392.00	\$48,043.00
4	\$38,702.00	\$42,443.00	\$44,084.00	\$48,067.00	\$50,911.00
5	\$40,678.00	\$44,900.00	\$46,538.00	\$50,735.00	\$53,794.00
6	\$42,856.00	\$47,353.00	\$48,994.00	\$53,403.00	\$56,680.00
7	\$44,840.00	\$49,812.00	\$51,453.00	\$56,073.00	\$59,547.00
8	\$47,205.00	\$52,267.00	\$53,909.00	\$58,722.00	\$62,411.00

9	\$49,383.00	\$54,736.00	\$56,640.00	\$61,413.00	\$65,297.00
10	\$52,020.00	\$58,280.00	\$59,365.00	\$64,081.00	\$68,164.00
11	\$54,293.00		\$62,100.00	\$67,418.00	\$71,788.00
12	\$58,280.00				

b) All Teachers employed by the Board shall be paid according the following grid for the period of February 1, 2003 to July 30,2003:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$32,015.00	\$35,839.00	\$36,974.00	\$38,874.00	\$41,077.00
1	\$33,485.00	\$37,014.00	\$37,908.00	\$40,461.00	\$42,721.00
2	\$35,336.00	\$38,874.00	\$40,112.00	\$43,134.00	\$45,631.00
3	\$37,230.00	\$40,936.00	\$42,318.00	\$45,846.00	\$48,523.00
4	\$39,089.00	\$42,867.00	\$44,525.00	\$48,548.00	\$51,420.00
5	\$41,085.00	\$45,349.00	\$47,003.00	\$51,242.00	\$54,332.00
6	\$43,285.00	\$47,827.00	\$49,484.00	\$53,937.00	\$57,247.00
7	\$45,288.00	\$50,310.00	\$51,968.00	\$56,634.00	\$60,142.00
8	\$47,677.00	\$52,790.00	\$54,448.00	\$59,309.00	\$63,035.00
9	\$49,877.00	\$55,283.00	\$57,206.00	\$62,027.00	\$65,950.00
10	\$52,540.00	\$58,863.00	\$59,959.00	\$64,722.00	\$68,846.00
11	\$54,836.00		\$62,721.00	\$68,092.00	\$72,506.00
12	\$58,863.00				

c) All Teachers employed by the Board shall be paid according the following grid for the period of July 31, 2003 to August 31,2003:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$32,239.00	\$36,090.00	\$37,233.00	\$39,146.00	\$41,365.00
1	\$33,719.00	\$37,273.00	\$38,173.00	\$40,744.00	\$43,020.00
2	\$35,583.00	\$39,146.00	\$40,393.00	\$43,436.00	\$45,950.00
3	\$37,491.00	\$41,223.00	\$42,614.00	\$46,167.00	\$48,863.00
4	\$39,363.00	\$43,167.00	\$44,837.00	\$48,888.00	\$51,780.00
5	\$41,373.00	\$45,666.00	\$47,332.00	\$51,601.00	\$54,712.00
6	\$43,588.00	\$48,162.00	\$49,830.00	\$54,315.00	\$57,648.00
7	\$45,605.00	\$50,662.00	\$52,332.00	\$57,030.00	\$60,563.00
8	\$48,011.00	\$53,160.00	\$54,829.00	\$59,724.00	\$63,476.00
9	\$50,226.00	\$55,670.00	\$57,606.00	\$62,461.00	\$66,412.00
10	\$52,908.00	\$59,275.00	\$60,379.00	\$65,175.00	\$69,328.00
11	\$55,220.00		\$63,160.00	\$68,569.00	\$73,014.00
12	\$59,275.00				

d) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2003 to January 31,2004:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$32,884.00	\$36,812.00	\$37,978.00	\$39,929.00	\$42,192.00
1	\$34,393.00	\$38,018.00	\$38,936.00	\$41,559.00	\$43,880.00
2	\$36,295.00	\$39,929.00	\$41,201.00	\$44,305.00	\$46,869.00
3	\$38,241.00	\$42,047.00	\$43,466.00	\$47,090.00	\$49,840.00
4	\$40,150.00	\$44,030.00	\$45,734.00	\$49,866.00	\$52,816.00
5	\$42,200.00	\$46,579.00	\$48,279.00	\$52,633.00	\$55,806.00
6	\$44,460.00	\$49,125.00	\$50,827.00	\$55,401.00	\$58,801.00
7	\$46,517.00	\$51,675.00	\$53,379.00	\$58,171.00	\$61,774.00
8	\$48,971.00	\$54,223.00	\$55,926.00	\$60,918.00	\$64,746.00
9	\$51,231.00	\$56,783.00	\$58,758.00	\$63,710.00	\$67,740.00
10	\$53,966.00	\$60,461.00	\$61,587.00	\$66,479.00	\$70,715.00
11	\$56,324.00		\$64,423.00	\$69,940.00	\$74,474.00
12	\$60,461.00				

e) All Teachers employed by the Board shall be paid according the following grid for the period of February 1, 2004 to August 30,2004:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$33,344.00	\$37,327.00	\$38,510.00	\$40,488.00	\$42,783.00
1	\$34,875.00	\$38,550.00	\$39,481.00	\$42,141.00	\$44,494.00
2	\$36,803.00	\$40,488.00	\$41,778.00	\$44,925.00	\$47,525.00
3	\$38,776.00	\$42,636.00	\$44,075.00	\$47,749.00	\$50,538.00
4	\$40,712.00	\$44,646.00	\$46,374.00	\$50,564.00	\$53,555.00
5	\$42,791.00	\$47,231.00	\$48,955.00	\$53,370.00	\$56,587.00
6	\$45,082.00	\$49,813.00	\$51,539.00	\$56,177.00	\$59,624.00
7	\$47,168.00	\$52,398.00	\$54,126.00	\$58,985.00	\$62,639.00
8	\$49,657.00	\$54,982.00	\$56,709.00	\$61,771.00	\$65,652.00
9	\$51,948.00	\$57,578.00	\$59,581.00	\$64,602.00	\$68,688.00
10	\$54,722.00	\$61,307.00	\$62,449.00	\$67,410.00	\$71,705.00
11	\$57,113.00		\$65,325.00	\$70,919.00	\$75,517.00
12	\$61,307.00				

f) All Teachers employed by the Board shall be paid according the following grid effective August 31, 2004

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$33,559.00	\$37,568.00	\$38,758.00	\$40,749.00	\$43,059.00
1	\$35,100.00	\$38,799.00	\$39,736.00	\$42,413.00	\$44,781.00
2	\$37,040.00	\$40,749.00	\$42,047.00	\$45,215.00	\$47,832.00
3	\$39,026.00	\$42,911.00	\$44,359.00	\$48,057.00	\$50,864.00
4	\$40,975.00	\$44,934.00	\$46,673.00	\$50,890.00	\$53,900.00
5	\$43,067.00	\$47,536.00	\$49,271.00	\$53,714.00	\$56,952.00
6	\$45,373.00	\$50,134.00	\$51,871.00	\$56,539.00	\$60,009.00
7	\$47,472.00	\$52,736.00	\$54,475.00	\$59,365.00	\$63,043.00
8	\$49,977.00	\$55,337.00	\$57,075.00	\$62,169.00	\$66,075.00

9	\$52,283.00	\$57,949.00	\$59,965.00	\$65,019.00	\$69,131.00
10	\$55,075.00	\$61,702.00	\$62,852.00	\$67,845.00	\$72,167.00
11	\$57,481.00		\$65,746.00	\$71,376.00	\$76,004.00
12	\$61,702.00				

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 recognized university. The allowance shall be as follows for the duration of this agreement.

Doctorate degree	\$1,376.00
Master’s degree	\$1,023.00

- 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 March 22, 2001:

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. The Teacher shall have until June 30, 2004 to notify the Board of any related experience, and the Board will adjust the salary retroactive to September 1, 2003.

10.09.2

For Teachers hired following March 22, 2001 and before November 12, 2003:

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 the salary grid maxima. The Teacher shall have until June 30, 2004 to notify the Board of any related experience, and the Board will adjust the salary retroactive to September 1, 2003.

10.09.3

For Teachers hired as of November 12, 2003:

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 the salary **grid** maxima. The Teacher shall have nine (9) calendar months **from** the date of hire to notify the Board of any related experience, and the Board will adjust the salary retroactive to the date of hire. At the time of hire, the Board shall inform the Teacher, in writing, of their duty to provide documentation regarding related experience.

Category Classification

10.10

Each Teacher's category classification on the salary grid shall be determined by the application of the QECO **Program 4** or **5**, at the option of the Teacher. A Teacher may continue placement under a previous program.

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.

Effective dates:

Years of Experience	Sept 1/02	Feb 1/03	July 31/03	Sept 1/03	Feb 1/04	Aug 31/04
0	\$5,008.00	\$5,058.00	\$5,093.00	\$5,195.00	\$5,268.00	\$5,302.00
1	\$5,694.00	\$5,751.00	\$5,791.00	\$5,907.00	\$5,990.00	\$6,029.00
2	\$6,372.00	\$6,436.00	\$6,481.00	\$6,611.00	\$6,704.00	\$6,747.00
3	\$7,057.00	\$7,128.00	\$7,178.00	\$7,322.00	\$7,425.00	\$7,473.00
4	\$7,744.00	\$7,821.00	\$7,876.00	\$8,034.00	\$8,146.00	\$8,199.00
5	\$8,424.00	\$8,508.00	\$8,568.00	\$8,739.00	\$8,861.00	\$8,918.00

(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:

Effective dates:

Sept 1/02	Feb 1/03	July 31/03	Sept 1/03	Feb 1/04	Aug 31/04
\$1,294.00	\$1,307.00	\$1,316.00	\$1,342.00	\$1,361.00	\$1,370.00

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 – Reimbursement of Expenses (Appendix A) or **as** that policy is 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) Supervision duty shall include hall duty, bus duty, yard duty, lunch duty or any other duty as assigned by the Principal involving the supervision of students.
- c) School administration, in consultation with the In-School Staffing Committee, shall endeavour to minimize time allocated to supervision duties while ensuring student safety.
- d) Prior to September 30 of each year, the School Steward and the 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.
- e) Prior to September 30 of each year, the School Steward and the Principal shall forward the school's supervision schedule to the Union.

12.02.2

- a) Supervision assignments in each school, following consultation with the In School Staffing Committee, shall be allotted equitably.

- b) When a Teacher thinks a supervision assignment is unreasonable, the situation shall be referred to the In 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.

12.04.1(a)

Effective for the 2003/2004 school year:

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, on average over the school year, at least 150 minutes of preparation time in each five day cycle during the school year.

Scheduled preparation time shall be free from supervisory duties, teaching responsibilities and other assignments, other than those determined by the Teacher. Notwithstanding the above, it is understood that Teachers will continue to be required to attend Special Education meetings such as case conferences, IPRC's and Team meetings which may occur during scheduled preparation time. Supervisory duties and other assignments may be determined by administration in emergency situations with the understanding that the Teacher will be reimbursed for the lost preparation time.

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

12.04.1(b)

Effective September 1, 2004:

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, at least 150 minutes of preparation time in each five day cycle during the school year. Scheduled preparation time shall be free from supervisory duties, teaching responsibilities and other assignments, other than those determined by the Teacher. Notwithstanding the above, it is understood that Teachers will continue to be required to attend Special Education meetings such as case conferences, IPRC's and Team meetings which may occur during scheduled preparation time. Supervisory duties and other assignments may be determined by administration in emergency situations with the understanding that the Teacher will be reimbursed for the lost preparation time. Effective September 1, 2004, only bargaining unit members shall provide regularly scheduled preparation time.

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

12.04.2

Two half PA Days in each school year shall be available to each Teacher and shall be designated for the purpose of assessment and evaluation. A Teacher may choose to work away from her/his worksite for the half-day that is not utilized for school professional development provided s/he gives the Principal advance notice. For the 2003-2004 school year, the two half PA Days for assessment and evaluation in accordance with this clause shall be determined by the Board but shall not include June 28, 2004.

Effective September 1, 2004, one-half a PA Day in each term, shall be available to each Teacher and shall be designated for the purpose of assessment and evaluation. A Teacher may chose to work away from her/his worksite for the half-day that is not utilized for school professional development provided s/he gives the Principal advance notice. The one-half PA Day in the third term shall be provided prior to June 15.

12.04.3

Effective September 1, 2004, a Teacher shall not be responsible for the planning, evaluation and reporting associated with the delivery of program which takes place during her/his own preparation time.

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 endeavour to assign each Teacher to 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 incurs travel time as a result of an increase in assigned time; in such cases, the Teacher's 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 fulfill 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.

Staff Meetings

12.10.1

In each school at the beginning of each year, the Principal shall determine, in consultation with the teaching staff, the desired timing for regular staff meetings. Part time assignments and other regular commitments shall be considered in such determination.

12.10.2

The list of regularly scheduled staff meetings shall be posted in September. Prior to each staff meeting, an agenda shall be distributed to all Teachers.

Extra-curricular

12.11

Extra-curricular activities are those organized for students by Teachers on a voluntary basis and which are outside the regular instructional program. The parties recognize the value of such activities.

School Improvement Planning Process

12.12

During the school improvement planning process, affected staff shall meet to:

- a) consider the impact of site-based programs or initiatives on student learning and Teacher workload.
- b) establish reasonable implementation strategies and dates.

ARTICLE 13 - STAFFING

Average Class Size

13.01

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.

Staffing Procedures

13.02.4

- a) The following order shall be used in the consideration of filling vacancies:
 - i. Board requested transfers (according to seniority);
 - ii. Teacher requested transfers (according to Article 6.04.1);
 - iii. System Responsibility Teachers returning from leaves and Teachers declared surplus to school (according to seniority) and Teacher requested transfers (according to Article 6.04.2);
 - iv. Teachers requesting consolidation (according to seniority);
 - v. Teachers terminated under Article 27 – Lay-off and Recall (according to Article 27)
 - vi. Teachers requesting an increase in time (according to seniority).
- b) The remaining vacancies shall be filled as described in Article 5.

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. 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.

13.03.4

An In-School Staffing Committee meeting may be called by either the Principal or the School Steward (or designate) a maximum of six times per year. Additional meetings may be called upon mutual agreement of the Principal and School Steward or designate.

Determination of Assignments

13.03.5

The Principal shall survey each Teacher as to her/his assignment preference for the following year and shall determine the assignments taking into consideration student needs, program needs and the Teacher's assignment preference.

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.*

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

* If the average class size maximum in The Education Act is amended, then this average class size is amended accordingly.

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 maximum amount of time that Teacher-Librarians will be used to provide preparation time for the system shall be limited to the equivalent of 11.5 FTE Teachers. The allotted time shall be used for the delivery of information literacy programming in the library.

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

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

14.02

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.

Invasive Procedures

14.03

A Teacher shall not be required to perform any invasive medical procedure on any student. Invasive medical procedures include, but are not limited to, administering needles

and entering a natural body opening. An epipen is not considered an invasive procedure and may be administered in a life-threatening situation.

Medical Procedures

14.04

Teachers shall not perform any of the following physical procedures:

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

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

15.01

A Teacher shall have the right to report a health and safety concern without being disciplined.

Joint Health and Safety Committee Members

15.02

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.

Health and Safety Worker Members

15.03.1

A Teacher who has been designated by her/his staff to be the Health and Safety Worker Member will inspect part or all of her/his workplace once a month, during the regular school day. The amount of time to be allotted for monthly inspections shall be set out by the Board's Health and Safety Officer and the Superintendent of Human Resources at the beginning of each school year.

15.03.2

A Teacher who uses her/his preparation time to complete an inspection shall be reimbursed an equal amount of preparation time at a future date mutually agreed upon by the Teacher and the Principal.

Violent Incidents

15.04

A violent incident, referred to within this Article, shall be defined as any incident in which a Teacher is threatened verbally or in writing and/or is abused, harassed or assaulted physically, emotionally, sexually, racially or ethno culturally by a student, resulting in the

impairment of health and safety of the Teacher.

15.05

Violent incidents involving a Teacher shall be brought to the attention of the Joint Health and Safety Committee. The Board agrees that the Joint Health and Safety Committee shall concern itself with matters relating to violence to Teachers, including, but not limited to, helping to develop measures and procedures to prevent violence to Teachers.

15.06

A Teacher who has been the victim of a violent incident must report the incident to the Principal or Vice-Principal who shall provide an Employee Incident/Accident Report Form (Form 4301-1) for the Teacher to complete. The completed form will be sent to the Board's Joint Health and Safety Committee. The Teacher may keep a photocopy for her/his records.

15.07

When a Teacher has been the victim of a violent incident involving a student, the Principal or Vice-Principal will complete a Violent Incident Report (Form 206-1). The completed form will be signed by the Principal and the Teacher and sent to the Superintendent of Education.

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 an Anti-Harassment policy. The Anti-Harassment policy, including an implementation schedule, shall be approved by the Board no later than May 1, 2003. In-servicing for ETFO members shall be scheduled for the 2003-2004 school year.

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 coverages in effect:

a) Prescription **Drugs**

- i. All prescribed drugs with limitations as per Appendix D;
- 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/ no dollar limit per visit |
| iii. Physiotherapist | \$300 per year/ no dollar limit per visit |
| iv. Speech Pathologist | \$300 per year/ no dollar limit per visit |
| v. Chiropractor | \$300 per year/ no dollar limit per visit |
| vi. Massage therapy | \$300 per year/ no dollar limit per visit |
| vii. Naturopath | \$300 per year/ no dollar limit per visit |
| 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 Board 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 Board shall also make available, at employee expense, AD&D in amounts equal to the amount of additional Life Insurance purchased **by** the employee.

- f) Spousal Life Insurance in the amount of \$10 000, and Dependent Life Insurance in the amount of \$5 000, shall be made available at employee expense.

Employee Assistance Plan

18.06

The Board 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 e), 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 Board.
- 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 E).

19.02

A Teacher coming directly to the Upper Grand DSB from a Board 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 accumulated sick leave 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 Article 27.

ARTICLE 21 - SHORT-TERM PAID LEAVES OF ABSENCE

21.01

The provisions of the existing Board Policy 411 - Absences and Leaves (Appendix B) 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 arrange 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 if 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 Board 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

If, 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 Board 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 Board 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 minus an administration fee of \$100.00. The reimbursement 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 and the administration fee if applicable.

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

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

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:

$$\frac{\text{Average Salary in last 5 years}}{\text{in last 5 years}} \times \frac{\text{Yrs. taught in UGDSB}}{(10\%/yr-max.of 100\%)} \times \frac{\text{Yrs teaching}}{(2\%/yr up to 50\%)} \times \frac{\text{Accrued Sick Leave (Max 200)}}{200}$$

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.

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

25.02

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:

Years of Wellington County & UGDSB Experience	Percent of Salary
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.

25.02.4

The retirement gratuity for a Teacher retiring while on a Board approved leave of absence who is eligible for the payment of a gratuity in accordance with clause 25.01 or 25.02 will be based on the salary the Teacher **was** receiving immediately prior to the commencement of the leave.

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

25.03.1

A Teacher who is hired by the Board after August 31, 1998 may be eligible to receive, on a one time basis, a \$1400 RSP from the Board.

25.03.2

In order to be eligible for the \$1400 RSP, the Teacher must have:

- (a) successfully completed her/his probationary period and
- (b) completed and submitted the necessary application forms to the Ontario Teachers' Group (OTG) by January 10 of the year following the probationary year and
- (c) provided evidence to the Board that, if previously retired, the Teacher did not receive a retirement gratuity.

25.03.3

A Teacher who successfully completed her/his probationary period but did not apply in accordance with 25.03.2(b) may complete the process in a subsequent year to be eligible for the RSP in effect at the time the employee successfully completed her/his probationary period.

25.03.4

The Board shall issue a cheque equal to \$1400 times the number of eligible Teachers in accordance with 25.03.2 to OTG by January 17 of the year following the probationary year.

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 fill-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.

26.06.1

For Teachers hired prior to May **28,2003**:

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.

26.06.2

For Teachers hired on or after May 28, 2003:

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, including as a long term occasional Teacher, based on the information provided by the Teacher in accordance with Article 10.07, with a public school board 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 has the right to one refusal of recall to a position for which the Teacher is qualified. Refusal of a second offer of recall to a position for which the Teacher is qualified will result in removal from the recall list.

In the event that a Teacher fails to respond to the recall notice within the prescribed timelines, it shall be treated as a refusal unless there are reasonable grounds for the failure to respond.

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 school is closed; or
- (b) the legal requirements for program are satisfied and 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 is considered to be part of the school staff s/he left to go on leave for up to two years provided notice of intent to return is submitted to the Principal prior to February 20 in the year preceding her/his return.

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 as defined in 13.02.4(a), s/he shall be maintained at the school provided that s/he has, or can be reasonably expected to attain, the necessary qualifications and the Teacher prefers to remain at the school.

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.

Area Reorganization

27.18

The procedure described in Article 27.18 shall precede the normal staffing process described in Article 13.02.4.

27.18.1

When

- (a) a school closes and/or
- (b) a boundary change will cause reduced enrollment at one or more schools and will cause one or more Teachers to be declared surplus,

the Principal(s) of the receiving school(s) shall organize existing staff, as per the regular staffing process, in order to establish vacancies for the following year.

27.18.2

A Teacher at a school affected by closure or boundary change shall be declared surplus to school in accordance with Clause 27.13. When more than one school is transferring students to the same receiving school due to a closure or boundary change, the Teachers surplus to the affected schools shall be placed on a temporary blended seniority list.

27.18.3

The net surplus shall be the Teachers on the list created in Clause 27.18.2 for whom no

positions are available at the receiving school(s). The Teachers declared surplus shall be those with the least seniority provided legal requirements for program are satisfied. Such Teachers shall be placed according to the normal staffing process as described in Clause 13.02.4.

27.18.4

A Special Transfer List shall be established consisting of those Teachers on the list created in Clause 27.18.2 for whom a vacancy is available at the receiving school(s).

27.18.5

Teachers on the Special Transfer List shall indicate their preference for an assignment, on the appropriate form, to be submitted to the Human Resources Department.

27.18.6

When a school is receiving students from a school or schools affected by closure or a boundary change, placement of Teachers on the Special Transfer List into vacancies in accordance with Clause 27.18.1 shall be determined, in order of seniority, by the Principal. Assignments shall be determined taking into consideration student needs, program needs and the Teacher's assignment preference.

27.18.7

When there is more than one school receiving students from a school affected by closure or boundary change, placement of Teachers on the Special Transfer List into vacancies in accordance with Clause 27.18.1 shall be determined, in order of seniority, by the Principals of the receiving schools. Assignments shall be determined taking into consideration student needs, program needs and the Teacher's assignment preference.

27.18.8

Once a school closing or boundary change is announced, the receiving school(s) shall invite the Steward(s) or designate(s) from the affected school(s) to all subsequent In-School Staffing Committee meetings until such time as the reallocation is effected.

27.18.9

Any Teacher at a school affected by an area reorganization as per Article 27.18 may apply for a transfer in accordance with Article 6 or a vacancy in accordance with Article 5.

27.18.10

Vacancies that are not filled as a result of the process delineated in Article 27.18 will be filled according to the normal staffing process as described in Clause 13.02.4.

27.18.11

A meeting shall be held as soon as possible after a decision has been made to reorganize an area as described in Article 27.18. The meeting shall be attended by the Principals, or Vice-Principals, and School Stewards of the affected schools, a Superintendent and the Union President or designate. The meeting shall be open to all bargaining unit members from the affected schools. Procedures for the allocation of staff shall be explained.

Surplus of Staff Centrally Allocated

27.19

When there is a reduction in centrally assigned staff, bargaining unit members shall be declared surplus as though surplus to school and reassigned in accordance with Article 27.

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 of the Board or of the Union, on behalf of a Teacher, a group of Teachers or all of its members, shall be initiated at Step 1.

29.04

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 Step 3 each party to the grievance may elect to be assisted by a local and/or provincial representative of its respective organization.

29.05

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.

29.06

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.

29.07

The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made. It is understood that Article 29.07 shall not apply to closed sessions of the Board or of the Union.

29.08

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.

29.09

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.

29.10

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.

29.11

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.

29.12

At each step of the grievance procedure, either party, on written notice, may change its representatives.

29.13

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

29.14

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.

29.15

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.

29.16

STEP 3

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

Arbitration - Single Arbitrator

29.17

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

29.18

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

29.19

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

29.20

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

29.21

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

29.22

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 telephone, 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 Superintendent of Human Resources or designate, and to 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, 2002 and shall continue in force up to and including August 31, 2004 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 13th day of January, 2007

On behalf of the
Upper Grand District School Board

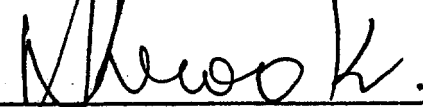


Dr. Martha Rogers
Director of Education




Dr. David Gohn
Chair of the Board

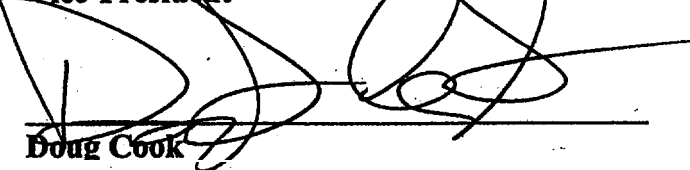
On behalf of the
Elementary Teachers' Federation of Ontario
Upper Grand Local




Dave Krook
President



Ruth McLean
Vice-President



Doug Cook
Chief Negotiator



Jim White
Provincial Executive Officer

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.

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 41 1-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.
-

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.
- 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.

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.
- c) School time missed during the working day, due to inclement weather, will be defined as an absence.
- 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 411-1, 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

- 1a) 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.

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:

- If medical status is not improved/stable, makes a note to follow up in the future, or;
- 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;
- Consults with the Benefit Coordinator to decide whether an LTD application package should be provided to the employee.

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.

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:*

- 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:*

- 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:*

- 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

- 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

PRESCRIBED DRUGS WITH LIMITATIONS AS PER FORMERWELLINGTON EXTENDED HEALTH POLICY

1. Eligible Expenses for Pay-Direct Drug Benefit

a) Eligible expenses include:

- i) drugs, sera and injectables which are prescribed by a physician or dentist.
- ii) drugs 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.

b) These eligible expenses ~~must~~ be:

- i) medically necessary,
- ii) dispensed by a pharmacist, physician or dentist,
- iii) reasonably and customary (**as** determined by the insurance company) in the **quantity** dispensed and price, in the area in which the expense is incurred.

2. Exceptions **and** Limitations of Pay-Direct Drug Plan

Payment will not be made for any of the following **items**:

- a) any item for which the cost is payable under **any** government plan or law;
- b) atomizers, appliances, prosthetic devices **and first aid and/or** diagnostic supplies;
- c) 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;
- d) 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**
- e) **proprietary** and patent medicines* which:
 - i) are defined **as** products registered under Division Ten of the Food and Drugs Act. Canada
 - ii) bear a general public (G.P.) number on their label, and
 - iii) 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 - E

LETTER OF INTENT

BETWEEN:

UPPER GRAND DISTRICT SCHOOL BOARD

AND

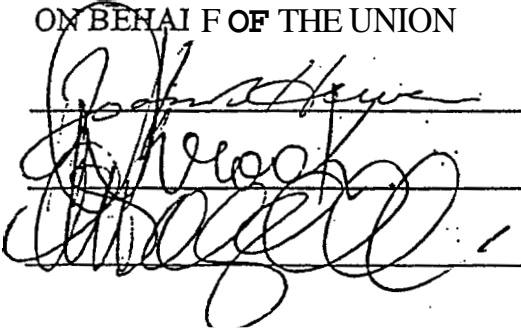
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

RE: Sick Leave Credits

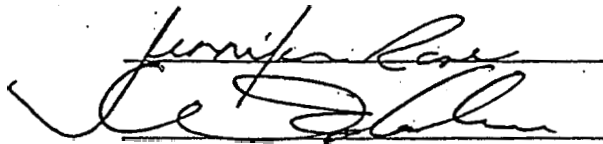
The Board shall update the employee's **sick** leave credits on a monthly basis and show this information on the salary statement when this information becomes available through the Board's automated SDS system.

Dated at Guelph this 18th Day of June, 2001

ON BEHALF OF THE UNION



ON BEHALF OF THE BOARD



APPENDIX - F

LETTER OF AGREEMENT

between

UPPER GRAND DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Criminal Records Check

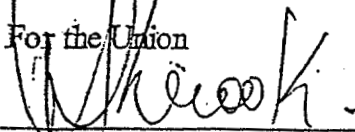
The parties agree that:

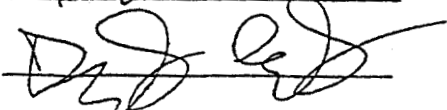
1. The Board shall pay **for** the cost of obtaining the Criminal Records Check and/or offence declaration required under Reg. 521/01 **for** employees currently on staff **who** were hired prior to April 1, 2002 provided the employee completes the required permission form and authorizes **the** Board **to** obtain the CRC.
2. The Board shall **ensure** that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation **or** law **are** stored in a secure location and in a completely confidential manner. Access to **such** records shall be strictly limited to those staff who must have access to the information in order to search, collect **and** use the information.
3. The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under **mother** Act or Regulation.

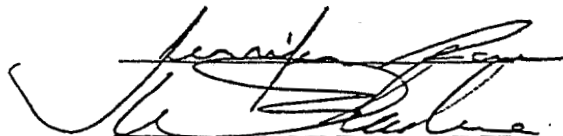
Signed at Guelph, this 22 day of May, 2003

For the Union

For the Board



R. McLean




Jennifer

APPENDIX - G

LETTER OF UNDERSTANDING

Between

Elementary Teachers' Federation of Ontario
Upper Grand Local

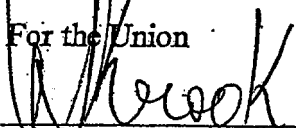
And

Upper Grand District School Board

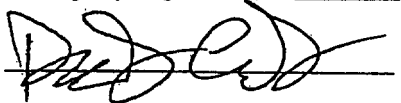
In order to reduce the use of Occasional Teachers in the delivery of preparation to the Parties agree that, for the 2003-2004 school year, the elementary teaching staff complement shall be increased by no less than 9.0 FTE teachers.

Dated this 22 day of May 2003

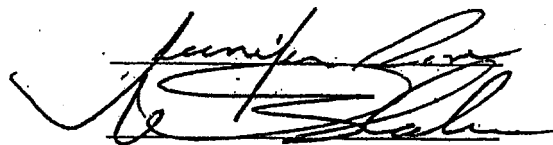
For the Union



R. M. G. Kear



For the Board



APPENDIX – H

LETTER OF INTENT

Between

Elementary Teachers' Federation of Ontario
Upper Grand Local

And

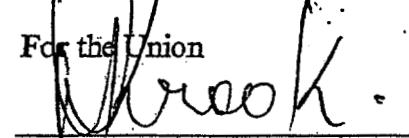
Upper Grand District School Board

RE: Supervision Duties

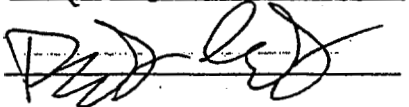
The Union and the Board agree to establish an ad hoc committee to investigate supervision duties. The committee shall consist of the Superintendent of Human Resources, or designate, one principal, the President of the Union, or designate, and one other Union representative. The investigation shall focus on the amount of supervision time and the equitable distribution of supervision time. The committee shall be established by June 13, 2003 and shall make a report available to the parties by November 28, 2003.

Dated this 22 day of May 2003

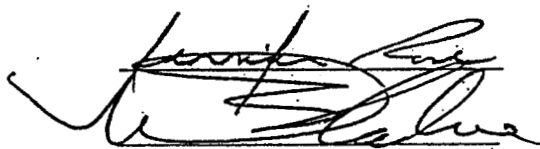
For the Union



R. McKeen



For the Board



APPENDIX - I

LETTER OF INTENT

Between

Elementary Teachers' Federation of Ontario
Upper Grand Local

And

Upper Grand District School Board

The Parties agree to establish a committee by September 30, 2003 to investigate the following provision:

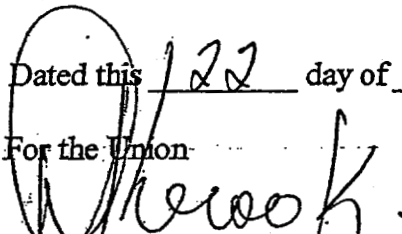

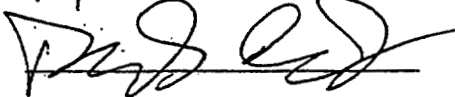
For the six weeks immediately following the two-week waiting period described in Clause 22.08.1, the Board shall pay the Teacher the difference between the Teacher's Employment Insurance benefits and 100% of that Teacher's salary and allowances. There shall be no deduction from the Teacher's sick leave account for this six week period.

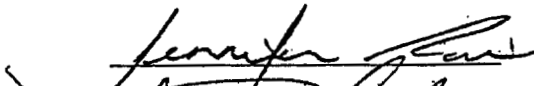


The committee will report to the Labour-Management committee no later than December 19, 2003.

Dated this 22 day of May 2003

For the Union

For the Board

Index

A	D
Absence Due To Birth or Adoption48	Data for Negotiations..... 20
Absences and Leaves.....46	DEFERRED SALARY LEAVE PLAN48
ABSENCES AND LEAVES71	Dental 42
Absences Due to Inclement Weather ... 73	deposit advice..... 23
ACCESS TO INFORMATION.....19	Determination of Assignments 37
Additional Responsibility29	Determination of Staff..... 38
adoption of a child..... 47	discrimination 12
Allowance For Additional Responsibility29	District Staffing Committee 35
Allowance for Transfers16	Doctorate degree 27
ALLOWANCES21	DURATION AND RENEWAL 67
Allowances for Post Graduate Degrees 27	
Anti- Harassment.....40	E
Area Reorganization60	Employee Assistance Plan 43
Average Class Size.....35	epipen 39
	Evaluations 13
B	Exchange of Teachers 18
BENEFIT PLANS41	Expense Allowances..... 30
benefits .8, 12, 18, 42, 43, 45, 47, 48, 50, 52, 71	Expenses 69
Bereavement.....72	Extended Health..... 41
Board Minutes20	Extra-curricular 35
Board Requested Transfers.....18	
boundary change.....60, 61	G
	Grid Placement..... 24
C	GRIEVANCE AND ARBITRATION PROCEDURE..... 63
Category Classification.....28	Group Life and Accidental Death & Dismemberment..... 42
Change of Assignment16	
Consultant’s Responsibility Allowance29	H
Co-ordinator’s Responsibility Allowance30	HARASSMENT 40
CORRESPONDENCE67	HEALTH AND SAFETY 39
credit for related experience.....27	Health and Safety Committee 39
Credit for Teaching Experience.....27	Hospital Benefit..... 42
Criminal Records Check.....81	

I	
Illness in Immediate Family	72
In School Staffing Committees.....	36
Inclement Weather.....	73
Increase in Teaching Time.....	62
In-School Staffing Committee..8, 31, 35, 37, 61	
Instructional Time.....	32
Invasive Procedures	38

J	
Job Postings	14
Just Cause	13

L	
Labour Management Co-operative Committee.....	14
Lay-off.....	58
LAY-OFF, RECALL AND SURPLUS TO SCHOOL	57
Leave for Public Office.....	46
Leave for Upgrading or Retraining.....	59
leave of absence9, 44, 45, 46, 48, 52, 54, 55, 59, 71	
LEAVES OF ABSENCE WITHOUT PAY	45
Librarians.....	38
Long Term Disability	43
Lunch Break	33

M	
management rights	11
Master's degree.....	27
Medical Procedures.....	39
MEDICAL PROCEDURES.....	38
Moving Allowance.....	17

N	
negotiating team	52

NEW POSITIONS	14
No Discrimination	12
Notice of Possible Lay-Off.....	57

O

OCCUPATIONAL HEALTH AND SAFETY	
Out-of-province Coverage.....	42

P

Paramedical Coverages	41
parental leave.....	46, 47, 48
PART-TIME ASSIGNMENTS.....	62
Part-Time Leave.....	62
Paydates	22
Payroll Deductions	30
Performance Appraisal.....	13
Personnel Files.....	19
Post Graduate Degrees	27
Posting.....	14
pregnancy leave.....	46, 47, 48
PREGNANCY/PARENTAL LEAVE..	46
Preparation Time	32
Prescription Drugs	41
PROBATIONARY PERIOD.....	19
Professional Development Allowance ..	67
PURPOSE.....	11

R

Recall.....	58
recall notice.....	58, 59
Reimbursement of Expenses.....	69
Related Experience	27
Responsibility Allowance	29
RETIREMENT GRATUITY.....	53
Return From a Leave.....	46
RIGHTS AND RESPONSIBILITIES.,	11
RSP	55

S

SALARY21
Salary Grids24
School Budget67
school closure.....60
School Improvement Planning Process 35
School Year31
SCOPE AND RECOGNITION.....11
SENIORITY56
SHORT-TERM PAID LEAVES OF
ABSENCE.....46
SICK LEAVE43
Sick Leave Credit Accumulation44
Sick Leave Credits.....80
Special Assignment.....14
Special Education Teachers.....38
Staff Meetings34
STAFFING.....35
Staffing Procedures36
STRIKE OR LOCKOUT66
Supervision.....31
Supervision Duties.....83
supervision duty31
supervision survey.....8, 31
Supplementary Employment Benefit Plan
(SEB)48
Supplementary Employment Benefits
Plan84
Surplus of Staff Centrally Allocated62
Surplus To A School.....59
surplus to school.....18, 36, 60, 62

T

Teacher Absence 34
Teacher in Charge..... 34
Teacher Requested Transfers 17
Teacher-Librarians..... 38
TELEPHONE EXPENSES..... 70
TEMPORARY PRINCIPALS AND
VICE-PRINCIPALS..... 40
Terminations 13
TRANSFER..... 16
Transfers for Professional Growth and
Development..... 18
Travel..... 70
Travel Expenses 31
travel time 34

U

UNION DUES..... 11
UNION RELEASE TIME/LEAVE..... 51
UNION REPRESENTATIVES 66

V

VACANCIES..... 14
vacancy..... 14, 15, 16, 57, 61
Violent Incidents 39
Vision care 42

W

WEIP75
WORKING CONDITIONS 31
Workplace Early Intervention Program75

88