

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

*AND*

ELEMENTARY TEACHERS' FEDERATION

OF ONTARIO

UPPER GRAND LOCAL

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FOR THE PERIOD

SEPTEMBER 1, 2004 TO AUGUST 31, 2008

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<b>COLLECTIVE AGREEMENT DATES</b>		
<b>Date</b>	<b>Comment</b>	<b>Article</b>
Friday before Labour Day.	First pay cheque for the subsequent school year.	10.02
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	in-School Staffing Committee to have reviewed the Principal's proposed supervision schedule.	12.02.3(5)
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

<b>COLLECTIVE AGREEMENT DATES</b>		
<b>Date</b>	<b>Comment</b>	<b>Article</b>
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 from a leave of absence in order to guarantee return to same school s/he was in when the leave began.	20.06
March 1	Completed seniority list to be posted in each school.	26.01 26.04
March 15	Teacher requested transfer to be submitted to the Superintendent of Human Resources.	6.04.3
March 15	Teacher requested consolidation to be submitted to the Superintendent of Human Resources.	6.11
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	Application for a deferred salary leave plan to be submitted to the Superintendent of Human Resources for consideration by the Review Committee by April 15.	23.03.01
March 15	Applications for an increase in time effective the following September to be submitted to the Superintendent of Human Resources.	28.02

COLLECTIVE AGREEMENT DATES		
Date	Comment	Article
	Board to provide written notification acknowledging receipt of a Teacher's <b>request</b> for a transfer.	<b>6.04.4</b>
	Last opportunity to identify errors in the seniority list before it <b>is</b> deemed correct.	<b>26.05</b>
	Board to notify Union of possible layoffs for subsequent school year.	<b>27.01.1</b>
	Teacher to receive notification from the Board regarding a Board requested transfer.	<b>6.05.1</b>
April 30	A Teacher declared surplus to a school to be notified in writing by the Board <b>as</b> to why <b>s/he</b> is declared surplus.	<b>27.15</b>
May 31	Due date for notification if a Teacher wants to resign effective <b>August 31</b> . However, a Teacher and the Board may mutually agree to the Teacher resigning at any time.	<b>4.08</b>
June 10	Board to provide written notification to Teachers whose transfers were granted	<b>6.04.4</b> <b>6.05.3</b>
June 30	Teacher to submit to the Board documents (or notification of intention to submit <b>the</b> documents) indicating a change in category placement on the salary grid <b>as</b> a result of successfully completing course(s) <b>between</b> 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, 2008	<b>34.01</b>

## **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 a performance appraisal which may lead to the termination of a Teacher up to twenty (20) school days following the Teacher's receipt of the summative report.

### 4.06.5

The Board shall consult with the **Union** on the development of **any** written parent survey under Regulation 99/02.

### 4.06.6

For the purposes of performance appraisal, it is understood that community involvement pertains to Teachers working with other professionals, parents and members of the community to enhance pupil learning, pupil achievement and school programs.

### 4.06.7

After the Teacher **has** signed for receipt of the summative report, if the Teacher wishes to complete the Teacher's written comments section of the summative report, the Teacher shall be given ten (10) school **days** to do this.

#### 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 shall meet at ~~the~~ request of either party up to a maximum of 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.

**Job Postings**

**Filling Vacancies Within the School Year**

**5.02.1**

A teaching vacancy which occurs and is effective for the time period between September 15 and June 15 shall be filled as per Article 5.02.

**Job Postings**

**5.02.2**

When a teaching vacancy arises, the Principal shall survey all 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.

**5.02.3**

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

**5.02.4**

When a Teacher accepts an assignment, filling the subsequent opening shall follow the procedure given in Article 5.02.

**External Advertisement**

**5.03**

Should the Board be unable to fill a teaching vacancy as per Article 5.02 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 then 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.

**Filling Vacancies for the Subsequent School Year**

**5.04**

Upon completion of the staffing process described in Article 13.02.4(a) and prior to September 15, a teaching vacancy which the Board desires to fill for the subsequent school year may be filled through external advertisement.



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.

System Posting

**5.05.2**

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

**5.05.3**

All postings in 5.05.2 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

**5.05.4**

Should the Board be unable **to** fill the vacancy or new position defined in Article 5.05.1 **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.

**Allowances** for A New Position

**5.06**

- 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.

Debriefing

**5.07**

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 AND CONSOLIDATION OF TIME

### 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 to another school or changes to another school. **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 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 1<sup>st</sup>. 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 all or a portion of a Teacher's assignment is declared surplus, the Teacher shall not be eligible for a transfer. The Board shall endeavour to assign surplus Teachers to one location.

## 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 through a Board requested transfer in accordance with Article 13.02.4. For clarification, the ten (10) year time frame referred to in this clause begins on September 1, 1998

## Exchange of Teachers

### 6.09

The Board and the Union encourage short-term (maximum of two years) inter-panel exchanges of Teachers. Mutual agreement between the 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.

## Consolidation of Time

### 6.10

Consolidation of time is the change in teaching assignment which results in a reduced number of worksites.

### 6.11

A Teacher Requested Consolidation form shall be submitted to the Superintendent of Human Resources by March 15 to become effective the following September 1.

## 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) a listing of Teachers **on** leave or on the recall list;
- f) pupil enrolment and class size;
- g) public documents related to funding and allocation of funding.

#### **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. Each bi-weekly pay shall be 1/26' of the annual salary rounded up or down to two decimals according to standard rounding principals. The twenty-six (26) equal bi-weekly pays shall commence on the first Friday before Labour Day.

**Paydates**

<b>PAYDATES for 2004-2005 School Year</b>	<b>Pay Period</b>	<b>PAYDATES for 2005-2006 School Year</b>	<b>Pay Period</b>
August 27, 2004	17	September 2, 2005	18
September 10, 2004	18	September 16, 2005	19
September 24, 2004	19	September 30, 2005	20
October 8, 2004	20	October 14, 2005	21
October 22, 2004	21	October 28, 2005	22
November 5, 2004	22	November 11, 2005	23
November 19, 2004	23	November 25, 2005	24
December 3, 2004	24	December 9, 2005	25
December 17, 2004	25	December 23, 2005	26
December 31, 2004	26	January 6, 2006	1
January 14, 2005	1	January 20, 2006	2
January 28, 2005	2	February 3, 2006	3
February 11, 2005	3	February 17, 2006	4
February 25, 2005	4	March 3, 2006	5
March 11, 2005	5	March 17, 2006	6
March 24, 2005	6	March 31, 2006	7
April 8, 2005	7	April 14, 2006	8
April 22, 2005	8	April 28, 2006	9
May 6, 2005	9	May 12, 2006	10
May 20, 2005	10	May 26, 2006	11
June 3, 2005	11	June 9, 2006	12
June 17, 2005	12	June 23, 2006	13
June 30, 2005	13	July 7, 2006	14
July 15, 2005	14	July 21, 2006	15
July 29, 2005	15	August 4, 2006	16
August 12, 2005	16	August 18, 2006	17



<b>PAYDATES for 2006-2007 School Year</b>	<b>Pay Period</b>	<b>PAYDATES for 2007-2008 School Year</b>	<b>Pay Period</b>
September 1, 2006	18	August 31, 2007	18
September 15, 2006	19	September 14, 2007	19
September 29, 2006	20	September 28, 2007	20
October 13, 2006	21	October 12, 2007	21
October 27, 2006	22	October 26, 2007	22
November 10, 2006	23	November 9, 2007	23
November 24, 2006	24	November 23, 2007	24
December 8, 2006	25	December 7, 2007	25
December 22, 2006	26	December 21, 2007	26
January 5, 2007	1	January 4, 2008	1
January 19, 2007	2	January 18, 2008	2
February 2, 2007	3	February 1, 2008	3
February 16, 2007	4	February 15, 2008	4
March 2, 2007	5	February 29, 2008	5
March 16, 2007	6	March 14, 2008	6
March 30, 2007	7	March 28, 2008	7
April 13, 2007	8	April 11, 2008	8
April 27, 2007	9	April 25, 2008	9
May 11, 2007	10	May 9, 2008	10
May 25, 2007	11	May 23, 2008	11
June 8, 2007	12	June 6, 2008	12
June 22, 2007	13	June 20, 2008	13
July 6, 2007	14	July 4, 2008	14
July 20, 2007	15	July 18, 2008	15
August 3, 2007	16	August 1, 2008	16
August 17, 2007	17	August 15, 2008	17

### 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 AI 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 partial or full year of full-time or 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, 2004 to August 31, 2005:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$34,230	\$38,319	\$39,533	\$41,564	\$43,920
1	\$35,802	\$39,575	\$40,531	\$43,261	\$45,677
2	\$37,781	\$41,564	\$42,888	\$46,119	\$48,789
3	\$39,807	\$43,769	\$45,246	\$49,018	\$51,881
4	\$41,795	\$45,833	\$47,606	\$51,908	\$54,978
5	\$43,928	\$48,487	\$50,256	\$54,788	\$58,091
6	\$46,280	\$51,137	\$52,908	\$57,670	\$61,209
7	\$48,421	\$53,791	\$55,565	\$60,552	\$64,304
8	\$50,977	\$56,444	\$58,217	\$63,412	\$67,397
9	\$53,329	\$59,108	\$61,164	\$66,319	\$70,514
10	\$56,177	\$62,936	\$64,109	\$69,202	\$73,610
11	\$58,631		\$67,061	\$72,804	\$77,524
12	\$62,936				

b) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2005 to August 31, 2006:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$34,915	\$39,085	\$40,324	\$42,395	\$44,798
1	\$36,518	\$40,367	\$41,342	\$44,126	\$46,591
2	\$38,537	\$42,395	\$43,746	\$47,041	\$49,765
3	\$40,603	\$44,644	\$46,151	\$49,998	\$52,919
4	\$42,631	\$46,750	\$48,558	\$52,946	\$56,078
5	\$44,807	\$49,457	\$51,261	\$55,884	\$59,253
6	\$47,206	\$52,160	\$53,966	\$58,823	\$62,433
7	\$49,389	\$54,867	\$56,676	\$61,763	\$65,590
8	\$51,997	\$57,573	\$59,381	\$64,680	\$68,745
9	\$54,396	\$60,290	\$62,387	\$67,645	\$71,924
10	\$57,301	\$64,195	\$65,391	\$70,586	\$75,082
11	\$59,804		\$68,402	\$74,260	\$79,074
12	\$64,195				

**c) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2006 to January 31,2007:**

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$35,613	\$39,867	\$41,130	\$43,243	\$45,694
1	\$37,248	\$41,174	\$42,169	\$45,009	\$47,523
2	\$39,308	\$43,243	\$44,621	\$47,982	\$50,760
3	\$41,415	\$45,537	\$47,074	\$50,998	\$53,977
4	\$43,484	\$47,685	\$49,529	\$54,005	\$57,200
5	\$45,703	\$50,446	\$52,286	\$57,002	\$60,438
6	\$48,150	\$53,203	\$55,045	\$59,999	\$63,682
7	\$50,377	\$55,964	\$57,810	\$62,998	\$66,902
8	\$53,037	\$58,724	\$60,569	\$65,974	\$70,120
9	\$55,484	\$61,496	\$63,635	\$68,998	\$73,362
10	\$58,447	\$65,479	\$66,699	\$71,998	\$76,584
11	\$61,000		\$69,770	\$75,745	\$80,655
12	\$65,479				

**d) All Teachers employed by the Board shall be paid according the following grid for the period of February 1, 2007 to August 31,2007:**

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$35,969	\$40,266	\$41,541	\$43,675	\$46,151
1	\$37,620	\$41,586	\$42,591	\$45,459	\$47,998
2	\$39,701	\$43,675	\$45,067	\$48,462	\$51,268
3	\$41,829	\$45,992	\$47,545	\$51,508	\$54,517
4	\$43,919	\$48,162	\$50,024	\$54,545	\$57,772
5	\$46,160	\$50,950	\$52,809	\$57,572	\$61,042
6	\$48,632	\$53,735	\$55,595	\$60,599	\$64,319

7	\$50,881	\$56,524	\$58,388	\$63,628	\$67,571
8	\$53,567	\$59,311	\$61,175	\$66,634	\$70,821
9	\$56,039	\$62,111	\$64,271	\$69,688	\$74,096
10	\$59,031	\$66,134	\$67,366	\$72,718	\$77,350
11	\$61,610		\$70,468	\$76,502	\$81,462
12	\$66,134				

e) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2007 to January 31, 2008:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$36,616	\$40,991	\$42,289	\$44,461	\$46,982
1	\$38,297	\$42,335	\$43,358	\$46,277	\$48,862
2	\$40,416	\$44,461	\$45,878	\$49,334	\$52,191
3	\$42,582	\$46,820	\$48,401	\$52,435	\$55,498
4	\$44,710	\$49,029	\$50,924	\$55,527	\$58,812
5	\$46,991	\$51,867	\$53,760	\$58,608	\$62,141
6	\$49,507	\$54,702	\$56,596	\$61,690	\$65,477
7	\$51,797	\$57,541	\$59,439	\$64,773	\$68,787
8	\$54,531	\$60,379	\$62,276	\$67,833	\$72,096
9	\$57,048	\$63,229	\$65,428	\$70,942	\$75,430
10	\$60,094	\$67,324	\$68,579	\$74,021	\$78,742
11	\$62,719		\$71,736	\$77,879	\$82,928
12	\$67,324				

f) All Teachers employed by the Board shall be paid according the following grid effective February 1, 2008:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$37,129	\$41,565	\$42,881	\$45,083	\$47,640
1	\$38,833	\$42,928	\$43,965	\$46,925	\$49,546
2	\$40,982	\$45,083	\$46,520	\$50,025	\$52,922
3	\$43,178	\$47,475	\$49,079	\$53,169	\$56,275
4	\$45,336	\$49,715	\$51,637	\$56,304	\$59,635
5	\$47,649	\$52,593	\$54,513	\$59,429	\$63,011
6	\$50,200	\$55,468	\$57,388	\$62,554	\$66,394
7	\$52,522	\$58,347	\$60,271	\$65,680	\$69,750
8	\$55,294	\$61,224	\$63,148	\$68,783	\$73,105
9	\$57,847	\$64,114	\$66,344	\$71,935	\$76,486
10	\$60,935	\$68,267	\$69,539	\$75,063	\$79,844
11	\$63,597		\$72,740	\$78,969	\$84,089
12	\$68,267				

Re-opener

**10.04.5**

Salaries and allowances shall be increased by a maximum of 0.5% in each of the years commencing September 1, 2006 and September 1, 2007 on the following conditions:

- (i) If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.51%, then the salary increase for the 2006-2007 school year will be increased to match the rate of inflation up to a maximum of 0.5%
- (ii) If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.02%, then the salary increase for the 2007-2008 school year will be increased to match the rate of inflation up to a maximum of 0.5%

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
Master's degree	\$1,023

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

Consultant's Responsibility Allowance

10.12.1

A Teacher appointed to the position of Consultant prior to the ratification of this Collective Agreement 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:

YRS	Sept. 1/04	Sept. 1/05	Sept. 1/06	Feb. 1/07	Sept. 1/07	Feb. 1/08
0	\$5,408	\$5,516	\$5,626	\$5,682	\$5,784	\$5,865

1	\$6,150	\$6,273	\$6,398	\$6,462	\$6,578	\$6,670
2	\$6,882	\$7,020	\$7,160	\$7,232	\$7,362	\$7,465
3	\$7,622	\$7,774	\$7,929	\$8,008	\$8,152	\$8,266
4	\$8,363	\$8,530	\$8,701	\$8,788	\$8,946	\$9,071
5	\$9,096	\$9,278	\$9,464	\$9,559	\$9,731	\$9,867

**Consultant's Responsibility Allowance**  
**10.12.2**

A Teacher appointed to the position of Consultant following the ratification of this Collective Agreement shall have a three (3) year term. The following grid shall apply with applicable increases:

**Effective dates:**

YRS	Sept. 1/04	Sept. 1/05	Sept. 1/06	Feb. 1/07	Sept. 1/07	Feb. 1/08
0	\$5,408	\$5,516	\$5,626	\$5,682	\$5,784	\$5,865
1	\$6,150	\$6,273	\$6,398	\$6,462	\$6,578	\$6,670
2	\$6,882	\$7,020	\$7,160	\$7,232	\$7,362	\$7,465

At the end of the three (3) year term, if the term is not renewed, the member shall be placed in the same school in which the member was employed prior to becoming a Consultant (subject to Article 27 –Lay-off, Recall and Surplus to School).

In the event that the term is extended for any period of time beyond the initial three (3) year term, at the end of that time the member shall be placed in accordance with Article 13.02.4(iv) System Responsibility Return from Leaves.

**Co-ordinator's Responsibility Allowance**  
**10.12.3**

A Teacher appointed to the position of Co-ordinator prior to the ratification of this Collective Agreement shall be paid, in addition to a salary in accordance with clause 10.04 and clause 10.12.1, 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. 1/04	Sept. 1/05	Sept. 1/06	Feb. 1/07	Sept. 1/07	Feb. 1/08
<b>\$1,397</b>	<b>\$1,425</b>	<b>\$1,454</b>	<b>\$1,469</b>	<b>\$1,495</b>	<b>\$1,516</b>

Co-ordinator's Responsibility Allowance  
**10.12.4**

A Teacher appointed to the position of Co-ordinator following the ratification of this Collective Agreement shall be paid, in addition to a salary in accordance with clause 10.04 and clause 10.12.2, a per annum allowance in the following amount for additional responsibility, effective the first day of the month following ratification of the Collective Agreement:

Effectivadales:

Sept. 1/04	Sept. 1/05	Sept. 1/06	Feb. 1/07	Sept. 1/07	Feb. 1/08
<b>\$1,397</b>	<b>\$1,425</b>	<b>\$1,454</b>	<b>\$1,469</b>	<b>\$1,495</b>	<b>\$1,516</b>

Payroll Deductions

**10.13**

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

EI Rebate

**10.14**

In recognition of the Board's provision of improved benefit coverage, the Board shall be entitled to retain the Employment Insurance Rebate applicable to members of this bargaining unit.

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 and a Teacher assigned to more than one (1) school in order to have her/his contractual teaching time increased. 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.

**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.

**12.02.3**

1. Supervision time shall be defined **as** the time Teachers are assigned to supervise students outside of the three hundred minute instructional day.

For clarification, assigned duties before the beginning of opening exercises, or the beginning of the instructional day, which ever occurs first, shall be counted as part of the supervision duties assigned.

2. Provided that student safety is protected, and subject to their being **no** additional cost to the Board, each elementary Teacher shall perform supervision duty according to the following schedule and terms as defined in Articles **12.02.1** and **12.02.2**:
  - a) No Teacher shall be required to perform supervision duties in excess of the amount assigned as of March 1, 2005, subject to **modifications/changes** in assignment or worksite and subject to the equitable distribution of supervision duties in each school **as** described in Article **12.02.2**.
  - b) Effective September **1, 2005**, the Board shall make every reasonable effort to implement up **to** one-hundred (**100**) minutes of supervision per Teacher per five (**5**) day week.
  - c) Effective September **1, 2006**, the Board shall implement up to one-hundred (100) minutes per five (5) day week, however, the Board shall make every reasonable

effort to reduce the amount of supervision per Teacher to a maximum of eighty (80) minutes per five (5) day week.

3. Supervision time for Teachers in less than a full-time assignment shall be pro-rated.
4. A Board/Union Supervision Time Committee shall be established consisting of the Superintendent of Human Resources or designate, one Principal, the President of the Union or designate and one other Union representative.
5. The Board/Union Supervision Time Committee will develop supervision guidelines for schools for implementation each September, commencing in 2005. By September 30<sup>th</sup> of each school year each school's In-School Staffing Committee as defined in Article 13.03.2, shall review the proposed supervision schedule created by the Principal for that school year. The proposed schedule shall then be submitted to the Board/Union Supervision Time Committee for approval.
6. Where the supervision schedule submitted by a school's In-School Staffing Committee is not approved by the Board/Union Supervision Time Committee, the Board/Union Committee shall develop a supervision schedule for the school in accordance with paragraph 2 above.
7. In the event that there is no agreement by the In-School Staffing Committee or approval by the Board/Union Supervision Time Committee, the school Principal will post an interim supervision schedule that will be in place until a final schedule is agreed upon.
8. If the Board/Union Supervision Time Committee is unable to agree upon a supervision schedule for a school or schools, the schedule(s) shall be forwarded to the Provincial Stability Commission for final and binding decision in accordance with paragraph 2 above.

#### Instructional Time

##### 12.03

Effective September 1, 2004 - 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.

Effective September 1, 2005 - Each full-time Teacher shall be assigned no more than 1340 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.

Effective September 1, 2006 - Each full-time Teacher shall be assigned no more than **1320** 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.

Effective September 1, 2007 - Each full-time Teacher shall be assigned no more than **1310** 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.

Effective June 30, 2008 for the following school year - Each full-time Teacher shall be assigned no more than 1300 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

##### **12.04.1**

Preparation time shall be used for professional activities as determined by the Teacher. Preparation time coverage will be provided only for classroom Teachers (including self-contained special education Teachers).

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. 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.

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.

Effective September 1, 2005 - 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 160 minutes of preparation time in each five day cycle during the school year.

Effective September 1, 2006 - 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 180 minutes of preparation time in each five day cycle during the school year.

Effective September 1, 2007 - 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 190 minutes of preparation time in each five day cycle during the school year.

Effective June 30, 2008 for the following 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, at least 200 minutes of preparation time in each five day cycle during the school year.

Notwithstanding the foregoing, existing provisions or practices respecting preparation time as of March 1, 2005 which provide superior benefits to the provisions set out above shall not be eroded on a school-level basis.

With Board-union joint approval, preparation time may be offered over a two week period to address exceptional circumstances and to provide a meaningful block of preparation time.

#### **12.04.2**

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.

#### 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.

**12.13**

Where a home classroom is not able to be provided, the Teacher shall be provided with a workspace in which to store materials and conduct non-instructional duties.

**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
Grade 3 / 4 split	28 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. System Responsibility Teachers returning from medical leaves;
  - iii. Teacher requested transfers (according to Article 6.04.1 and subject to 6.07) with the exception of those Teachers who have been declared **surplus** for any portion of their assignment;
  - iv. System Responsibility Teachers returning **from** leaves other than medical;
  - v. Teacher requested transfers (according to Article **6.04.2**);
  - vi. Teachers declared **surplus** to school (according to seniority);
  - vii. Teachers requesting consolidation (according to seniority);
  - viii. Teachers terminated under Article 27 – Lay-Off and Recall (according to Article **27**);
  - ix. Teachers requesting an increase in time (according to seniority).
- b) The remaining vacancies shall be filled as described in Article 5.

#### Staffing Procedures for Centrally Assigned Positions

##### 13.02.5

The Union shall be informed of the process by which Early Literacy, E.S.L. and other Centrally Assigned Positions are allocated before the process begins.

The Union President or designate shall be present when staff are allocated to Early Literacy, E.S.L. and other Centrally Assigned Positions during the staffing process

#### 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 # **S09** - 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 to be effective the first day of the month following ratification of the Collective Agreement:

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. drugcard.

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 \$10,000 per year
- 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 \$250 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.

### 18.08

At least every two (2) years, or more often in the event of a change in coverage or in carriers, the Board shall provide information on the insured benefits plan(s) to every insured Teacher. The Union shall be entitled to participate in meetings with the Board to design or revise comprehensive information about the plan(s).

## 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, each full-time Teacher in the employ of the Board shall be credited an allowance of twenty (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 and any unused balance at the end of the year from the yearly allotment of twenty (20) sick days shall not be used to exceed the maximum of two hundred and eighty (280) days. 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 Sick Leave Credit**

##### **19.04**

- a) Sick leave credit shall be pro-rated for each Teacher on part-time assignment. The total credit shall be given at the beginning of the school year or assignment.
- b) For each Teacher hired after the commencement of the school year, sick leave credits shall be pro-rated to the amount of the school year remaining and shall be credited upon the commencement of the assignment.

#### **Leaves of Absence**

##### **19.05**

Notwithstanding clause 19.03, no credit for sick days shall be accumulated by employees on a full-time leave of absence or in receipt of long term disability (LTD). Employees on a part-time leave of absence or in receipt of long term disability (LTD) on a part-time basis shall accumulate a pro-rated amount of sick leave credits. This clause does not apply to

statutory Pregnancy Leave and statutory Parental Leave, as described in Article 22, or Compassionate Care Leave as described in Article 21.04.

#### **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 for up to two (2) years 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 h e~~ 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 as they apply to Teachers covered by this Collective Agreement will not be withdrawn or amended without the consent of the Union. Rulings under this policy are 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.

Emergency Leave

21.02

A Teacher shall **be** granted a leave of absence for **up** to ten (10) days without pay in the

case of an emergency provided the leave qualifies under the Emergency Leave Provisions of the Employment Standards Act and provided all other entitlements under this Article and/or Policy 411 have been exhausted.

#### Compassionate Care Leave

##### 21.03.1

Upon a Teacher's request, the Board shall grant an unpaid compassionate care leave for up to eight (8) weeks to enable the Teacher to care for a seriously ill family member. In order to be eligible for this leave the family member must have a serious medical condition in which there is a significant risk of death occurring within a period of twenty-six (26) weeks. All requirements outlined in the Employment Standards Act must be met for the leave to be granted. At the Teacher's discretion, the Teacher and the Board will continue to make contributions to existing benefit plans in accordance with Article 18. Seniority, teaching experience, sick leave credits and any other relevant Collective Agreement entitlements shall continue to accumulate during such leave.

##### 21.03.2

A Teacher returning from a compassionate care leave within the same school year shall have the right to be placed in the same school and in the same assignment held prior to going on leave if it exists.

##### 21.03.3

It is understood that compassionate care leave shall be in addition to any other short or long term leave which is either provided under this Collective Agreement or guaranteed under any applicable statute(s).

#### Moving Day

##### 21.04

One (1) day leave of absence per year shall be granted with pay to move to a new place of residence.

#### Personal Days

##### 21.05.1

A Teacher shall be entitled to a maximum of one (1) personal leave day each school year, for reasons other than illness, without deduction of salary or loss of benefits. Such personal leave day shall be deducted from the Teacher's sick leave account. It is understood that this day is in addition to, and must be used before, the personal leave day in Policy 411.

##### 21.05.2

The Board reserves the right to limit the number of personal days given on any one day at a particular school.

### 21.05.3

A personal leave day may not be used to extend the following existing holidays except in extenuating circumstances as approved by the Superintendent of Human Resources.

- i) Board designated holidays.
- ii) Statutory holidays
- iii) Summer break.

## ARTICLE 22 - PREGNANCY/PARENTAL LEAVE

### Statutory Pregnancy Leave

#### 22.01.1

A Teacher shall arrange with the Principal for the commencement and return ~~from~~ statutory 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 pregnancy leave. Where an employee is not entitled to parental leave, pregnancy leave ends on the later of, seventeen (17) weeks after it began or six weeks after the birth, still-birth or miscarriage.

### Statutory Parental Leave

#### 22.01.2

Upon application in writing, a Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the Teacher's custody, care and control for the first time. parental leave of thirty-five (35) weeks, or such shorter leave as the Teacher requests, shall be granted to a Teacher when the statutory pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time. Parental leave of thirty-seven (37) weeks, or such shorter leave as the Teacher requests, shall be granted to other Teachers who ~~are~~ new parents within fifty-two (52) weeks of the child being born or coming into custody, care and control of a parent for the first time. "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

#### 22.02.1

A Teacher who intends to take statutory pregnancy/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 statutory pregnancy leave, the ~~actual~~ dates may be altered for medical reasons if a certificate from a legally qualified medical practitioner is provided; for statutory 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 statutory pregnancy leave shall provide the Board with a medical certificate as required by the Employment Standards Act.

**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.

**22.04.1**

For the period of the statutory pregnancy/parental leave the Board shall continue to pay its share of the premiums for insured benefit plans under Article 18 held immediately prior to going on leave. Seniority, teaching experience for the purpose of salary grid placement and sick leave credits shall continue to accumulate for the Teacher during such leave.

**22.04.2**

A Teacher returning from a statutory pregnancy/parental leave shall have the right to be treated **as if** they had been at the school for that year for the purposes of determining their assignment for the following year, subject to the provisions in Article 27 – Lay-Off, Recall and **Surplus** to School. The Principal shall contact the Teacher to discuss the Teacher’s preferred teaching assignment.

Extended 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**

Upon request, a Teacher shall be granted an extended parental leave for up to one (1) years’ duration. A Teacher on extended parental leave 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 of the extended leave. Seniority shall continue to accumulate for the Teacher during such leave.

It is understood that the Teacher shall have the right to request a leave of absence without pay under Article 20 of this Collective Agreement to take effect immediately following the conclusion of the extended parental leave for a maximum of a further two years.

**22.06.2**

A Teacher returning from an extended parental leave has the right to be assigned to the same school or workplace subject to the provisions in Article 27 – Lay-off, Recall and **Surplus** to School and the Teacher’s qualifications.

22.07.1

A Teacher on a statutory pregnancy/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.

22.07.2

A Teacher may change the end date of a statutory pregnancy/parental leave upon providing the Board with four (4) weeks' written notice.

Supplementary Employment Benefit Plan (SEB)

22.08.1

The Board shall provide for Teachers on statutory pregnancy leave or statutory parental leave in the case of adoption, a supplementary employment benefits (SEB) plan providing for payment at 100% of the 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. The Teacher will be required to submit information as determined by the Board in order to receive the SEB payment. Such a plan shall be approved by Human Resources Development Canada.

22.08.2

In addition to the provision in Clause 22.08.1, the Board shall provide a top-up benefit as a supplement to the Teacher's Employment Insurance benefits following the waiting period noted in Clause 22.08.1 or, when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the Teacher's Employment Insurance benefits and 100% of the Teacher's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The Teacher will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the Teacher's sick leave account for this six (6) week period.

22.08.3

A Teacher whose pregnancy terminates after the first nineteen weeks of pregnancy shall be entitled to payment under the SEB plan provided the Teacher meets the requirements outlined in clause 22.08.1 and 22.08.2.

Not Utilizing Employment Insurance

22.08.4

If not eligible for Employment Insurance and provided the Teacher has sufficient sick leave to her credit, the Teacher shall be entitled to sick leave for up to the first six (6) weeks from the birth of the child without the requirement to submit medical proof of illness. Entitlement to sick leave benefits beyond the first six (6) weeks will be based on

supporting medical documentation. No such sick leave payment shall be paid for any period during which no regular duties would have been performed. The Teacher will be required to submit information as determined by the Board in order to receive the top-up benefit.

#### Hospitalization of Newborn

##### **22.09**

A Teacher whose newborn or newly adopted child is hospitalized within the first month of the child being born or coming into the care, custody and control of the parent for the first time may, on one occasion, interrupt her or his statutory pregnancy or parental leave by returning to work without the loss of right to resume the leave.

#### Absence **Due To Birth** or Adoption

##### **22.10**

For absence occasioned by the birth or adoption of a son or daughter, a Teacher who is not eligible for pregnancy leave shall be granted, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. 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 \$8918.00 per annum plus any negotiated salary increases. 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 \$6747.00 per annum plus any negotiated salary increases. 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:

Average Annual Salary in last 5 years of employment with the Board x  $\frac{\text{Yrs. taught in UGDSE}}{(10\%/yr-max.of 100\%)}$  x  $\frac{\text{Yrs teaching}}{(2\%/yr up to 50\%)}$  x  $\frac{\text{Accrued Sick Leave (Max 200)}}{200}$

**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.

**25.01.5**

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 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 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%

***Pertaining to 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 25.02 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 March 1 of each year and shall include credit to **June 30** of the same year.

**26.02**

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

**26.03**

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



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

**26.04**

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

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**26.05**

Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board by the Teacher by April 1 of each school year or the list shall be deemed correct.

**26.06.1**

For Teachers hired prior to May 28,2003:

- 2: 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.

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**26.06.2**

For Teachers hired **on** or after May 28,2003:

- 2: 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.

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**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 on the appropriate form 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 October 15, 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 September 30 of the following school year.

**ARTICLE 34 - DURATION AND RENEWAL**

**Remains in Effect Until Notice Given**

**34.01**

This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 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.

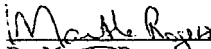
**34.04**

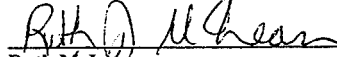
No changes can be made to this agreement without **the** written mutual consent of the parties.

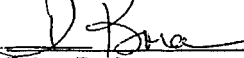
DATED at Guelph, Ontario this 27<sup>th</sup> day of September, 2005


On behalf of the  
Upper Grand District School Board


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

  
\_\_\_\_\_  
Dr. Martha Rogers  
Director of Education

  
\_\_\_\_\_  
Ruth McLean  
President

  
\_\_\_\_\_  
Robert Borden  
Chair of the Board

  
\_\_\_\_\_  
Lynda McDougall  
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.

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**Administrative Detail**

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

**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**

- la) 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.

The return to work plan is completed and the employee returns to his/her regular, pre-injury/illness job. The Principal/Supervisor continues to monitor for a short period to ensure the employee can manage full duties.

In the event that the employee has a permanent impairment and cannot return to his/her regular,

pre-disability job, the Program Coordinator will liaise with the Executive Officer of Human Resources and other appropriate parties to locate a suitable permanent placement.

## PROCEDURES

### FOLLOW-UP PROCESS

C.

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.

### 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 employees condition that the Principal/Supervisor may have.

### RETURN TO WORK:

#### *Return to Regular Ditties:*

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.

**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.

***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

## **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

PRESCRIBED DRUGS WITH LIMITATIONS  
AS PER FORMER WELLINGTON 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<sup>1</sup> (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 RE: Sick Leave Credits**

LETTER OF INTENT

BETWEEN

UPPER GRAND ~~DISTRICT~~ SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

Re: Sick Leave Credits

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

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

LETTER OF AGREEMENT

between

UPPER GRANDDISTRICT 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 another Act or Regulation.

Signed at Guelph, this 22<sup>nd</sup> day of May, 2003.

APPENDIX G: Letter of Agreement RE: Review of Board Policy 411

LETTER OF AGREEMENT

Between

Elementary Teachers' Federation of Ontario  
Upper Grand Local

And

Upper Grand District School Board

RE: Review of Board Policy 411

The parties agree that Board Policy 411 – Absences and Leaves will be jointly reviewed with such review to commence no later than October 31, 2005 and that the issue of a regular review cycle for this policy will be addressed as part of those discussions.

Dated this 27<sup>th</sup> day of September 2005

For the Union

J. White  
Ruth A. M. Chisum

For the Board

[Signature]  
Martha Rogers

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