

COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

RECEIVED  
AUG 24 2008  
AND

ELEMENTARY TEACHERS' FEDERATION

OF ONTARIO

UPPER GRAND LOCAL

**11220 (05)**  
FOR THE PERIOD

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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<b>COLLECTIVE AGREEMENT DATES</b>		
<b>Date</b>	<b>Comment</b>	<b>Article</b>
Friday before <b>Labour Day.</b>	First pay cheque for the subsequent school year.	10.02
September (first day of school)	Twenty sick leave days credited to each <b>full</b> time Teacher's account; a pro-rated <b>amount</b> credited to part time Teacher's account.	19.03
<b>September</b>	Dates for regular staff meetings to be scheduled and communicated to all Teachers.	12.10
September (by second Friday following <b>Labour Day</b> )	Staffing levels will be adjusted based on actual enrolment.	27.01.2
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	10.01
November 30	Due date for notification if a Teacher wants <i>to</i> resign effective December 31. However, a Teacher and the Board may mutually agree to the Teacher resigning at any time.	4.08
December 31	Teacher to submit to the Board documents (or notification <b>of</b> intention to submit the documents) indicating a change in category placement on the <b>salary</b> grid as a result of successfully completing courses prior to September 1. The increase in pay will be retroactive <b>to</b> September 1.	10.11 (a)
Throughout the <b>year</b>	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 <b>as</b> a result of successfully completing courses between September 1 and June 30. <b>The</b> increase in pay will be retroactive to the month following completion of the courses.	10.11 (b)



<b>COLLECTIVE AGREEMENT DATES</b>		
<b>Date</b>	<b>Comment</b>	<b>Article</b>
January 10	Application forms due to Educators Financial Group (formally OTG) for a new Teacher who has successfully completed her/his probationary period in order to receive the <b>\$1400</b> RSP.	<b>25.03</b>
March 1	Completed seniority list to be posted in each school.	<b>26.01 26.04</b>
March 15	Teacher requested transfer to be submitted to the Superintendent of Human Resources or designate.	<b>6.04.3</b>
March 15	Teacher requested consolidation to be submitted to the Superintendent of Human Resources or designate.	<b>6.10</b>
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 or designate.	<b>20.01 28.03</b>
March 15	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.	<b>20.06</b>
March 15	Application for a deferred salary leave plan to be submitted to the Superintendent of Human Resources or designate for consideration by the Review Committee by April 15.	<b>23.03.01</b>
March 15	Applications for an increase in time effective the following September to be submitted to the Superintendent of Human Resources or designate.	<b>28.02</b>
March 31	The Principal shall survey each Teacher as to her/his assignment preference for the following year.	<b>13.03.5</b>
April 1	Board to provide written notification acknowledging receipt of a Teacher's request for a transfer.	<b>6.04.4</b>
April 1	Last opportunity to identify errors in the seniority list before it is deemed correct.	<b>26.05</b>

<b>COLLECTIVE AGREEMENT DATES</b>		
<b>Date</b>	<b>Comment</b>	<b>Article</b>
April 15	Board to notify Union of possible layoffs for subsequent school year.	27.01.1 27.04
April 30	Teacher to receive notification from the Board regarding a Board requested transfer.	6.05.1
April 30	A Teacher declared surplus to a school to be notified in writing by the Board as to why s/he is declared surplus.	27.15
May 31	Due date for notification if a Teacher wants to resign effective June 30 to August 31. However, a Teacher and the Board may mutually agree to the Teacher resigning at any time.	4.08
June 10	Board to provide written notification to Teachers whose transfers were granted	6.04.4 6.05.3
August 31	Collective Agreement expires August 31, 2012	34.01

**ARTICLE 1 - PURPOSE**

**1.01**

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

**ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01**

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

**2.02**

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

**ARTICLE 3 - UNION DUES AND ASSESSMENTS**

**3.01**

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

**3.02**

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

**ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

**Reasonable Exercise of Rights**

**4.01**

The Board agrees to exercise its management rights in a manner which is in accordance with the acts and regulations of the Province of Ontario and with this Collective Agreement and which is non-discriminatory and in good faith.

## **Statutory Responsibilities**

### **4.02**

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

### **4.03**

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

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

## **No Discrimination**

### **4.04.1**

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

### **4.04.2**

All Teachers covered by this Collective Agreement shall be given:

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

## **Evaluations**

### **4.05**

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

## **Performance Appraisal**

### **4.06.1**

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

## **Performance Appraisal**

### **4.06.2**

Should a performance appraisal result in an unsatisfactory rating, the Board shall notify the Bargaining Unit President.

### **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 on or before November 30 of either party's intent to terminate the Teacher's employment for retirement or resignation effective December 31 and on or before May 31 for retirement or resignation effective June 30 to August 31.

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.

Discipline

**4.11**

When the Board formally disciplines a Teacher by placing an adverse report in the Teacher's personnel file maintained in the **Human** Resources Department of the Board, the Board shall provide the Bargaining Unit President with a copy of the disciplinary report.

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 following the third Friday following Labour Day and prior to the completion of the staffing process described in Article 13.02.4(a) 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. It is understood that this reassignment prior to posting shall not cause an increase in FTE entitlement for the Teacher. 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** electronically.

Effective ninety school days following the ratification of this collective agreement, all vacancies will be posted within the system electronically only.

**5.02.3**

All postings shall include the title of the position, necessary qualifications, effective date, due date for the application and who is to receive the application. Each posting shall indicate if it is open to bargaining unit members only or if it is open to all employees and non-employees.

**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 the third Friday following Labour Day, 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 (5) school days **prior** to the closing date for receipt of applications for said position(s).

Effective ninety school days following the ratification of this collective agreement, all vacancies will be posted within the system electronically only.

#### **5.05.3**

All postings in 5.05.2 shall include the title of the position, a job description, effective date, term, if applicable, requisite experience, if any, qualifications, applicable allowances **if** known at the time of posting, due date for the application and who is to receive the application. Each posting shall indicate what bargaining unit members it is open **to** or if it is open to all employees and non-employees.

### **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 meet, if possible, to negotiate the allowances, if any, for the new position prior to posting the 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, due to the Board re-organizing classes within the school, the Teacher 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 or designate 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. 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.

## **Exchange of Teachers**

### **6.08**

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**

### **6.09**

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

### **6.10**

A Teacher Requested Consolidation form shall be submitted to the Superintendent of Human Resources or designate 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, or designate, 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, or designate, 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.

**8.15**

The Board shall establish a protocol with respect to the collection and dissemination of Board and school data.

**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  $1/26^{\text{th}}$  of the annual salary rounded up or down to two decimals according to standard rounding principles. The twenty-six (26) equal bi-weekly pays shall commence on the first Friday before Labour Day.

**Paydates**

<b>PAYDATES for 2008-2009 School Year</b>	<b>Pay Period</b>	<b>PAYDATES for 2009-2010 School Year</b>	<b>Pay Period</b>
August 29, 2008	18	September 04, 2009	18
September 12, 2008	19	September 18, 2009	19
September 26, 2008	20	October 02, 2009	20
October 10, 2008	21	October 16, 2009	21
October 24, 2008	22	October 30, 2009	22
November 7, 2008	23	November 13, 2009	23
November 21, 2008	24	November 27, 2009	24
December 05, 2008	25	December 11, 2009	25
December 19, 2008	26	December 24, 2009	26
January 02, 2009	1	January 08, 2010	1
January 16, 2009	2	January 22, 2010	2
January 30, 2009	3	February 05, 2010	3
February 13, 2009	4	February 19, 2010	4
February 27, 2009	5	March 05, 2010	5
March 13, 2009	6	March 19, 2010	6
March 27, 2009	7	April 01, 2010	7
April 09, 2009	8	April 16, 2010	8
April 24, 2009	9	April 30, 2010	9
May 08, 2009	10	May 14, 2010	10
May 22, 2009	11	May 28, 2010	11
June 05, 2009	12	June 11, 2010	12
June 19, 2009	13	June 25, 2010	13
July 03, 2009	14	July 09, 2010	14
July 17, 2009	15	July 23, 2010	15
July 31, 2009	16	August 6, 2010	16
August 14, 2009	17	August 20, 2010	17

<b>PAYDATES for 2010-2011 School Year</b>	<b>Pay Period</b>	<b>PAYDATES for 2011-2012 School Year</b>	<b>Pay Period</b>
September 03, 2010	18	September 02, 2011	18
September 17, 2010	19	September 16, 2011	19
October 01, 2010	20	September 30, 2011	20
October 15, 2010	21	October 14, 2011	21
October 29, 2010	22	October 28, 2011	22
November 12, 2010	23	November 11, 2011	23
November 26, 2010	24	November 25, 2011	24
December 10, 2010	25	December 09, 2011	25
December 24, 2010	26	December 23, 2011	26
January 07, 2011	1	January 06, 2012	1
January 21, 2011	2	January 20, 2012	2
February 04, 2011	3	February 03, 2012	3
February 18, 2011	4	February 17, 2012	4
March 04, 2011	5	March 02, 2012	5
March 18, 2011	6	March 16, 2012	6
April 01, 2011	7	March 30, 2012	7
April 15, 2011	8	April 13, 2012	8
April 29, 2011	9	April 27, 2012	9

PAYDATES for 2010-2011 School Year	Pay Period	PAYDATES for 2011-2012 School Year	Pay Period
May 13, 2011	10	May 11, 2012	10
May 27, 2011	11	May 25, 2012	11
June 10, 2011	12	June 08, 2012	12
June 24, 2011	13	June 22, 2012	13
July 8, 2011	14	July 06, 2012	14
July 22, 2011	15	July 20, 2012	15
August 5, 2011	16	August 03, 2012	16
August 19, 2011	17	August 17, 2012	17

**10.02.1**

Notwithstanding Article 10.02 of the Collective Agreement, a Teacher who returns from a leave of absence part way through the school year will begin receiving salary on the first scheduled pay date following their first day worked. Any payment corrections shall be evenly distributed among any remaining pay periods, unless otherwise agreed to by the Teacher concerned and the Superintendent of Human Resources or designate.

**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.

**10.03.1**

Any overpayments in salary will be collected by the Board in a manner and on a schedule mutually agreed to by the Board and the Teacher. If mutual agreement is not reached, the Board will consult the Bargaining Unit President prior to implementing a repayment schedule.

**Grid Placement**

**10.04.1**

- (a) 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.
- (b) **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.



- (c) A Teacher shall be paid in Category AI until such time as s/he provides proof of a different category placement.
- (d) A Teacher with less than a full time assignment shall be paid pro-rata based on her/his assignment.

**10.04.2**

For the purpose of initial placement on the salary grid, each Teacher hired following March 22, 2001 shall be paid at the rate appropriate to the combined total of the Teacher's teaching experience and related experience then 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**

For members of the bargaining unit, 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, 2008 to August 31, 2009:

YRS	CAT A	CAT AI	CAT A2	CAT A3	CAT A4
0	\$37,872	\$42,396	\$43,739	\$45,985	\$48,593
1	\$39,610	\$43,787	\$44,844	\$47,864	\$50,537
2	\$41,802	\$45,985	\$47,450	\$51,026	\$53,980
3	\$44,042	\$48,425	\$50,061	\$54,232	\$57,401
4	\$46,243	\$50,709	\$52,670	\$57,430	\$60,828
5	\$48,602	\$53,645	\$55,603	\$60,618	\$64,271
6	\$51,204	\$56,577	\$58,536	\$63,805	\$67,722
7	\$53,572	\$59,514	\$61,476	\$66,994	\$71,145
8	\$56,400	\$62,448	\$64,411	\$70,159	\$74,567
9	\$59,004	\$65,396	\$67,671	\$73,374	\$78,016
10	\$62,154	\$69,632	\$70,930	\$76,564	\$81,441
11	\$64,869		\$74,195	\$80,548	\$85,771
12	\$69,632				

(b) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2009 to August 31, 2010:

YRS	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$38,629	\$43,244	\$44,614	\$46,905	\$49,565
1	\$40,402	\$44,663	\$45,741	\$48,821	\$51,548
2	\$42,638	\$46,905	\$48,399	\$52,047	\$55,060
3	\$44,923	\$49,394	\$51,062	\$55,317	\$58,549

YRS	CAT A	CAT A I	CAT A2	CAT A3	CAT A4
4	\$47,168	\$51,723	\$53,723	\$58,579	\$62,045
5	\$49,574	\$54,718	\$56,715	\$61,830	\$65,556
6	\$52,228	\$57,709	\$59,707	\$65,081	\$69,076
7	\$54,643	\$60,704	\$62,706	\$68,334	\$72,568
8	\$57,528	\$63,697	\$65,699	\$71,562	\$76,058
9	\$60,184	\$66,704	\$69,024	\$74,841	\$79,576
10	\$63,397	\$71,025	\$72,349	\$78,095	\$83,070
11	\$66,166		\$75,679	\$82,159	\$87,486
12	\$71,025				

(c) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2010 to August 31, 2011:

YRS	CAT A	CAT A I	CAT A2	CAT A3	CAT A4
0	\$39,788	\$44,541	\$45,952	\$48,312	\$51,052
1	\$41,614	\$46,003	\$47,113	\$50,286	\$53,094
2	\$43,917	\$48,312	\$49,851	\$53,608	\$56,712
3	\$46,271	\$50,876	\$52,594	\$56,977	\$60,305
4	\$48,583	\$53,275	\$55,335	\$60,336	\$63,906
5	\$51,061	\$56,360	\$58,416	\$63,685	\$67,523
6	\$53,795	\$59,440	\$61,498	\$67,033	\$71,148
7	\$56,282	\$62,525	\$64,587	\$70,384	\$74,745
8	\$59,254	\$65,608	\$67,670	\$73,709	\$78,340
9	\$61,990	\$68,705	\$71,095	\$77,086	\$81,963
10	\$65,299	\$73,156	\$74,519	\$80,438	\$85,562
11	\$68,151		\$77,949	\$84,624	\$90,111
12	\$73,156				

(d) All Teachers employed by the Board shall be paid according the following grid for the period of September 1, 2011 to August 31, 2012:

YRS	CAT A	CAT A I	CAT A2	CAT A3	CAT A4
0	\$40,982	\$45,877	\$47,331	\$49,761	\$52,584
1	\$42,862	\$47,383	\$48,526	\$51,795	\$54,687
2	\$45,235	\$49,761	\$51,347	\$55,216	\$58,413
3	\$47,659	\$52,402	\$54,172	\$58,686	\$62,114
4	\$50,040	\$54,873	\$56,995	\$62,146	\$65,823
5	\$52,593	\$58,051	\$60,168	\$65,596	\$69,549
6	\$55,409	\$61,223	\$63,343	\$69,044	\$73,282
7	\$57,970	\$64,401	\$66,525	\$72,496	\$76,987
8	\$61,032	\$67,576	\$69,700	\$75,920	\$80,690
9	\$63,850	\$70,766	\$73,228	\$79,399	\$84,422
10	\$67,258	\$75,351	\$76,755	\$82,851	\$88,129
11	\$70,196		\$80,287	\$87,163	\$92,814
12	\$75,351				

**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.

Effective:	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
Master's degree	\$1,043	\$1,064	\$1,096	\$1,129
Doctorate degree	\$1,404	\$1,432	\$1,475	\$1,519

- 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 Previous Teaching Experience**

**10.07.1**

**For** Teachers hired with a start date prior to the 2009-2010 school year, 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 start date to notify the other party of any errors in grid placement, and the Board will adjust the **salary** retroactive to the **start** date.

**10.07.2**

- (a) **For** the purpose of initial placement on the **salary** grid for Teachers hired for and following the 2009-2010 school year, previous teaching experience under contract, including **as** a Long-term Occasional Teacher recognized to the nearest tenth of a year combined with daily occasional teaching experience **as** a certified Teacher on the Upper Grand District School Board's occasional teacher list accumulated after September 1, 2009 and calculated in accordance with Article 10.07.3 shall be recognized.
- (b) It **is** the Teacher's responsibility to track their experience and to provide to the Board acceptable documentation of previous teaching experience.

- (c) In any event or combination thereof the maximum accumulation of teaching experience shall be one year, in any one year. Article 10.09.4 provides an explanation of the rounding for years of experience.
- (d) The Teacher and the Board shall have nine (9) calendar months from the start date to notify the other party of any errors in the recognition of previous teaching experience, and the Board Will adjust the salary retroactive to the start date. After nine (9) months from the start date, the Teacher may notify the Board of any errors in the recognition of teaching experience and the Board will adjust the salary retroactive to the beginning of the school year in which notification was given.

**10.07.3**

Effective September 1, 2009, the calculation of daily occasional teaching experience for clause 10.07.2 shall be based on the total number of occasional teaching days worked in each year Without rounding such that each full day worked is equivalent to 1/194<sup>th</sup> of a year's experience for the purpose of Article 10.07.2.

**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 experiences 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. After nine (9) months from the **start** date, the Teacher may notify the Board of any errors in the recognition of teaching experience and the Board will adjust the salary retroactive to the beginning of the school year in which notification was given. It is understood that any related experience credit given will be determined by the collective agreement in effect at the time of the Teacher's **start** date.

#### **Grid Placement for Previous Experience**

##### **10.09.4**

Previous teaching experience shall be combined with previous related experience then rounded up or down to the nearest year to calculate salary grid placement.

#### **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 of that same year, 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 that same year of the Teacher's intention to submit the said documents.
- (b) When a course or courses have been completed between September 1 and June 30 of that same year and when relevant documents **are** submitted to the Board on **or** before four (4) months following the completion of the course, the salary adjustment shall be retroactive to the first day of the month following completion of the course. If the documents **are** not available for submission to the Board prior to four months after completion of the **course**, upon receipt of documents by the Board, the salary adjustment shall be retroactive to the first day of the month following completion of the course provided notification is made prior to four months after completion of the course, 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.
- (d) The Board shall make the **salary** adjustment within forty (40) school days of receiving all of the documents required by the Board to process the category change. The Board will **notify** the Teacher of the effective pay date.

**Allowance For Additional Responsibility**

**Consultant's Responsibility Allowance  
10.12.1**

A Teacher appointed to the position of Consultant prior to May 17, 2005 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.

YRS	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
0	\$5,982	\$6,102	\$6,285	\$6,474
1	\$6,803	\$6,939	\$7,147	\$7,361
2	\$7,614	\$7,766	\$7,999	\$8,239
3	\$8,431	\$8,600	\$8,858	\$9,124
4	\$9,252	\$9,437	\$9,720	\$10,012
5	\$10,064	\$10,265	\$10,573	\$10,890

**Consultant's Responsibility Allowance  
10.12.2**

- (a) A Teacher appointed to the position of Consultant following May 17, 2005 shall have a three (3) year term unless otherwise specified in the job posting. The following grid shall apply with applicable increases:

YRS	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
0	\$5,982	\$6,102	\$6,285	\$6,474
1	\$6,803	\$6,939	\$7,147	\$7,361
2	\$7,614	\$7,766	\$7,999	\$8,239

- (b) At the end of the 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) with the member's consent. Otherwise, the member shall be placed in accordance with Article 13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which she or he came.

- (c) 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 and every attempt shall be made to place the member in the same family of schools from which she or he came.

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

A Teacher appointed to the position of Co-ordinator prior to May 17, 2005 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:

Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
\$1,546	\$1,577	\$1,624	\$1,673

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

A Teacher appointed to the position of Co-ordinator prior to May 17, 2005 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:

Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
\$1,546	\$1,577	\$1,624	\$1,673

**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, ~~pre~~authorized 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 who have chosen to teach in locations which would result in the need to travel between schools shall not be eligible for travel allowances. A Teacher assigned to more than one (1) school in order to have her or his contractual time increased shall not be eligible. Travel allowances are paid according to Policy #701 – Travel Allowances and #701 – **A-** Reimbursement of Expenses

**ARTICLE 12 - WORKING CONDITIONS**

**School Year**

**12.01.1**

- (a) The length of the school year shall be equal to the minimum number of days required under the Education Act and the regulations.
- (b)** The Board shall designate a school year with the minimum number of instructional days required under the Education Act and the regulations and the remaining school days shall be Professional Activity Days.

**12.01.2**

Members shall not be required to work on any days not included **as** part of the Board's Ministry approved school year calendar.



### **12.01.3**

- (a) In schools utilizing a weekday timetable, part-time Teachers not normally scheduled to work on a weekday that is a P.A. Day shall not be required to adjust their scheduled day of work to attend the P.A. Day.
- (b) In schools utilizing a five-day cycle, part-time Teachers shall attend a pro-rated number of P.A. Days scheduled by mutual agreement between the part-time Teacher and the Principal.

### **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 representatives 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. (a) Effective on the instructional day following ratification, the maxima of supervision time for a Teacher will be eighty (80) minutes within each period of five (5) instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunch duty.
 

(b) 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.
3. Supervision time for Teachers in less than a full-time assignment shall be pro-rated.
4. The parties agree that the Superintendent of Human Resources or designate and the President of the Local will meet to discuss procedures for the implementation and monitoring of school supervision schedules.

### **Instructional Time**

#### **12.03.1**

- (a) Effective September 1, 2008 - 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.
- (b) Effective September 1, 2009 - Each full-time Teacher shall be assigned no more than 1290 minutes of instructional time per five (5) day cycle, 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.
- (c) Effective September 1, 2010 - Each full-time Teacher shall be assigned no more than 1280 minutes of instructional time per five (5) day cycle, 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.
- (d) Effective September 1, 2011 - Each full-time Teacher shall be assigned no more than 1270 minutes of instructional time per five (5) day cycle, 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.
- (e) Effective September 1, 2012 - Each full-time Teacher shall be assigned no more than 1260 minutes of instructional time per five (5) day cycle, 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.

#### Allocation of Instructional Assignments

##### 12.03.2

Principals shall consult with planning time teachers and all affected classroom teachers to endeavour to ensure that assigned workload for planning time teachers is manageable.

#### Instructional Day

##### 12.03.3

The "Instructional Day" shall not exceed three hundred (300) minutes commencing with the start of instruction, and ending with the students' dismissal from school for the day exclusive of recess and lunch/nutritional breaks. Opening exercises are included as part of the Instructional Day.

#### Preparation Time

##### 12.04.1

- (a) 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).
- (b) 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.
- (c) Only bargaining unit members shall provide regularly scheduled preparation time.
- (d) A Teacher on part-time assignment shall be assigned preparation time on a pro-rated basis.
- (e) Effective September 1, 2008 - 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.
- (f) Effective September 1, 2009 - Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned at least 210 minutes of preparation time per cycle of five (5) instructional days. Every effort shall be made to provide preparation time in blocks of at least 30 minutes. In any event, no preparation time may be provided in blocks of less than 20 minutes.
- (g) Effective September 1, 2010 - Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned at least 220 minutes of preparation time per cycle of five (5) instructional days. Every effort shall be made to provide preparation time in blocks of at least 30 minutes. In any event, no preparation time may be provided in blocks of less than 20 minutes.

- (h) Effective September 1, 2011 - Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned at least 230 minutes of preparation time per cycle of five (5) instructional days. Every effort shall be made to provide preparation time in blocks of at least 30 minutes. In any event, no preparation time may be provided in blocks of less than 20 minutes.
- (i) Effective August 31, 2012 - Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned, in blocks of not less than 30 minutes. at least 240 minutes of preparation time per cycle of five (5) instructional days.
- (j) With Board-Union joint approval, preparation time may be offered over a two (2) week period to address exceptional circumstances and to provide a meaningful block of preparation time.
- (k) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (l) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the **Arts** in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- (m) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide teacher coverage, as opposed to regular specialist teachers.
- (n) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.

**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. This responsibility resides with the planning time teacher.

**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 report her/his absence or expected absence in accordance with the Board's automated reporting requirements and, if required, 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) No member shall be required to be a Teacher in Charge.
- (b) 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.
- (c) When a Teacher is acting as a Teacher in Charge for a Principal or Vice-Principal, for absences of one day (1) 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.
- (d) A Teacher acting as a Teacher in Charge shall not be required to evaluate or discipline another Teacher.

#### **Regular Staff Meetings**

##### **12.10**

- (a) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Part time assignments and other regular commitments shall be considered in such determination.

- (b) Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than seventy-five (75) minutes in length.
- (c) The dates of the regular staff meetings shall be set within the ~~first~~ month of the school year and communicated to all Teachers.
- (d) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers may submit agenda items to the Principal for consideration.
- (e) Teachers are expected to attend regularly scheduled staff meetings.

**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.

**Peer Coaching and Mentoring**

**12.14**

Except as otherwise required in the Education Act or in regulation, no Teacher shall be required to act as a peer coach or mentor to another Teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any Teacher.

**Computer Access**

**12.15**

Where possible and subject to available funding, every Teacher shall have access to dedicated computers on which they may conduct administrative responsibilities and complete report cards.

**ARTICLE 13 - STAFFING**

**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. It is understood that class size maxima and averages must be in compliance with legislation and regulations. 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.

Class size maxima:

- Kindergarten to **Grade 3:** 20 maximum for no less than 90% of the classes and 23 maximum for no more than 10% of the classes
- Grade 3 / 4 split: 23 maximum
- Grade 4 to 8 class size: 30 maximum

**STAFFING COMMITTEES**

**District Staffing Committee**

**13.02.1**

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

Composition

**13.02.2**

The District Staffing committee shall have the following membership:

- (a) Bargaining Unit President or designate
- (b) Bargaining Unit member
- (c) Superintendent of Human Resources or designate
- (d) 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 requesting consolidation (according to seniority);
  - vii. Teachers declared **surplus** to school (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 Centrally Assigned Positions are allocated before the process begins. The Union President or designate shall be present when **staffare** allocated to Centrally Assigned Positions

### **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 by March 31 and shall determine the assignments taking into consideration student needs, program needs and the Teacher's assignment preference. The Principal shall discuss with each Teacher her or his tentative assignment for the following year. This discussion shall occur prior to the start of the staffing procedures as described in Article 13.02.4. It is understood that tentative assignments are subject to change and that the final assignment may be different from the tentative assignment.

**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.\*

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

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

**13.04.2**

The number of (FTE) Teacher-Librarians for the system shall not be less than the ADE times 0.0015. There shall not be less than 0.4 Teacher-Librarian time allotted to any one school. The maximum amount of time that Teacher-Librarians will be used to provide preparation time for the system shall be limited to the equivalent of 11.5 FTE Teachers.

The allotted time shall be used for the delivery of information literacy programming in the library.

**13.04.3**

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

**ARTICLE 14 - MEDICAL PROCEDURES**

**14.01**

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

**14.02**

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

**Invasive Procedures**

**14.03**

A Teacher shall not be required to perform any invasive medical procedure on any student. Invasive medical procedures include, but are not limited to, administering needles and entering a **natural** body opening. **An** epipen is not considered **an** invasive procedure and may be administered in a life-threatening situation.

**Medical Procedures**

**14.04**

Teachers shall not perform any of the following physical procedures:

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

**ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

**15.01.1**

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

**15.01.2**

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 or designate 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.

**15.03.3**

It is understood that clauses 15.03.1 and 15.03.2 shall not be in effect while monthly inspections are being performed by Health and Safety Inspectors hired/seconded by the Board.

**Violent Incidents**

**15.04**

A violent incident, referred to within this Article, shall be as defined in Board Policy #206, Violence Free Schools.

**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**

**Short-term Temporary Principals and Vice-Principals**

**16.01**

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

- (a) occupy the position for 193 consecutive school days or less;
- (b) continue to be a member of the Union and shall continue to pay Union dues;
- (c) not evaluate a Teacher's competence;
- (d) not be required to discipline another Teacher;
- (e) continue to accumulate seniority;
- (f) return to the Teacher's former position if it still exists, or a comparable position at the same school if the former position does not exist.

**Long-term Temporary Principals and Vice-Principals**

**16.02.1**

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

- (a) occupy the position for 194 consecutive school days or more;
- (b) continue to be a member of the Union and shall continue to pay Union dues;
- (c) not evaluate a Teacher's competence;
- (d) not be required to discipline another Teacher;
- (e) continue to accumulate seniority.

**16.02.2**

The vacancy resulting from the appointment of a long-term temporary Principal or Vice-Principal shall be filled by a member of the bargaining unit.

**16.02.3**

At the end of the long-term temporary assignment, a Teacher shall be placed in the same school in which the Teacher was employed prior to being assigned **as** a long-term temporary Principal or a long-term temporary Vice-Principal provided no member of the bargaining unit is declared **surplus** to that same school as a result; otherwise, the Teacher shall be placed in accordance with Article 13.02.4(iv) System Responsibility Teachers returning from leaves other than medical and every attempt shall be made **to** place the member in the same family of schools from which she or he came.

ARTICLE 17 - HARASSMENT

**17.01**

The Board, in consultation with the Union, will implement and maintain an Anti-Harassment policy

**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) Effective September **1, 2008** the Board shall pay **85%** of the premium cost of the Extended Health and Dental Insurance Plans.  
Effective September 1, 2010 the Board shall pay 90% of the premium cost of the Extended Health and Dental Insurance Plans.  
Effective September 1, 2011 the Board shall pay **95%** 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. drug card.

**(b) Paramedical Coverages**

- i. Psychologist \$300 per year/ no dollar limit per visit
- ii. Podiatrist \$300 per year/ no dollar limit per visit
- iii. Physiotherapist \$300 per year/ no dollar limit per visit
- iv. Speech Pathologist \$300 per year/ no dollar limit per visit
- v. Chiropractor \$300 per year/ no dollar limit per visit
- vi. Massage therapy \$300 per year/ no dollar limit per visit
- vii. Naturopath \$300 per year/ no dollar limit per visit
- viii. Private nursing \$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.
- (g) Termination of life coverage is 65 years of age unless the Teacher is actively at work ~~as~~ per the terms and conditions of the life insurance policy contract.

### **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. (see Letter of Understanding – Appendix E).

**19.02**

A Teacher coming directly to the Upper Grand DSB from a Board within Ontario 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 (1<sup>st</sup>) to the second (2<sup>nd</sup>) period. If however, the Teacher retires and later rejoins the Upper Grand District School Board staff, sick leave credits shall not be carried forward. If 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) A Teacher may be required by the Superintendent of Human Resources or designate to substantiate the reasons for any absence exceeding five (5) consecutive days. Such request shall be made no later than ten (10) working days following a return to work.
- (b) For other absences where the Board has reasonable grounds to believe that a member may be in need of accommodations for medical reasons, the Superintendent of Human Resources or designate may require a medical certificate to be completed on a form provided by the Board. The Board will pay the actual cost of the medical certification.

**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 full or part-time leave of absence without pay for up to and including one (1) full year. A Teacher shall only be approved for a maximum of two (2) consecutive one-year leaves regardless of the FTE size of the leave. Application in writing for a leave of absence without pay shall be made to the Superintendent of Human Resources or designate by March 15 for a leave commencing the following September. Applications received after March 15 may be granted by mutual consent. Upon the request of the Teacher, the leave may be extended by the Board.

**20.01.2**

Upon the request of the Teacher, a leave may be extended by the Board.

**20.01.3**

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 March 15 of her/his intention to return the following September shall be placed in the same school s/he was in when the leave began, except when s/he was declared surplus under Article 27.

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

#### **21.01**

The provisions of the existing Board Policy 411 - Absences and Leaves (Appendix B) will apply. The provisions of this policy 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 or designate:

- 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

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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.

**22.04.3**

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

### **Extended Parental Leave**

#### **22.05**

Upon request, a Teacher shall be granted an extended parental leave for up to one (1) year's duration.

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 Parental Leave Benefits**

#### **22.06.1**

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.

### **Conclusion of an Extended Parental Leave**

#### **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.

It is understood that the Teacher shall have the right to request a leave of absence without pay under Article 20 or Article 28.03 of this Collective Agreement to take effect immediately following the conclusion of the extended parental leave for a maximum of a further two years.

### **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. 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. 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 Article 22.08.

**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 three (3) years service with the Board as a contract Teacher.

**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**

- (a) 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.
- (b) Effective September 1, 2009, 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 the final year of the individual's agreement. In each year of the plan in which the Teacher works, the Teacher agrees to be paid a pro-rated amount of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods. The remaining percentage of salary shall be deposited into an account in the Teacher's name.

**23.02.2**

- (a) 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.
- (b) Effective September 1, 2009, payment in the year of leave shall be paid out based on accrued funds plus remaining accrued interest in bi-weekly installments.

**23.02.3**

- (a) 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.
- (b) Effective September 1, 2009, a Teacher must ~~take~~ a consecutive block of time for the teacher-funded leave and the leave time can only be taken at the end 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 current rate for the savings account at the bank used by the Board, and be compounded and credited on each pay date. A statement of the Teacher's account will be issued at the end of each year. Such a statement shall be made available upon written 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).

**23.05.10**

When a Teacher is accepted for LTD while participating in the plan prior to the leave, their eligibility for the leave plan shall be reviewed by the member and the Review Committee. The provisions of the leave plan must comply with all Canada Customs and Revenue Agency requirements.

**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**

- (a) 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.
- (b) Effective September 1, 2009, 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 in an amount equal to one hundred percent (100%) of the minimum of category A2 plus one hundred percent (100%) of any allowances paid.

**24.01.4**

The Board shall pay a responsibility allowance to the President of the Union as determined by the Union. The Board shall contribute to the allowance by paying 1.2% of category A4 maximum step of the current salary grid defined in Article 10.04.4 per annum. The Union shall reimburse the Board for the remaining cost of the allowance.

**24.01.5**

The Board shall pay a responsibility allowance to the Vice President of the Union as determined by the Union. The Board shall contribute to the allowance by paying 0.9% of category A4 maximum step of the current salary grid defined in Article 10.04.4 per annum. The Union shall reimburse the Board for the remaining cost of the 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.

**24.07**

Employees released under clauses 24.01, will notify the Board of the net sick days used for that year. Such notification will be provided at the end of each school year. It is understood that "net sick days" for the purpose of this clause, means sick days used minus those days that the employee worked on a day that otherwise would not be a regular working day for the employee. It is understood that "net sick days" shall not increase the number of sick days credited to the affected individual's sick leave account over and above the regular entitlement.

**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  $\frac{\text{Yrs. taught in UGDSB}}{(10\%/yr-max.of 100\%)}$  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:

<b>Years of Wellington County &amp; UGDSB Experience</b>	<b>Percent of Salary</b>
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 (formerly Ontario Teachers' Group or OTG) by January 10 of the year Educators Financial Group 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 Educators Financial Group (formerly 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.

**Seniority for Retired Teachers**

**26.03.1**

Notwithstanding Article 26.03, a retired Teacher who has been hired by the Board shall receive no seniority credit for 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.

**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:

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

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

**26.06.2**

For Teachers hired on or after May 28, 2003:

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

- (a) total length of employment as an elementary Teacher, including as a long term occasional Teacher, based on the information provided by the Teacher in accordance with Article 10.07, with a public school board in Ontario, and where that is equal;
- (b) total length of employment as a secondary Teacher, other than as an Occasional Teacher, with Upper Grand District School Board or its predecessors, and where that is equal;
- (c) by lot conducted by both parties.

**26.07**

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

**26.08**

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

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

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

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

### **Notice of Possible Lay-off**

#### **27.01.1**

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

#### **27.01.2**

Staffing levels will be adjusted based on actual enrolment by 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 on or before April 15.

### **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**

At the time of recall, a Teacher who is enrolled in an educational upgrading course which prevents her or him from assuming the duties of a position offered by the Board shall be

assigned to the available position and shall be granted an unpaid leave of absence for the duration of the course.

#### **Occasional Teacher Assignments**

##### **27.11.1**

A Teacher who has been laid off may apply for any posted Long Term Occasional Teacher position for which the Teacher is qualified.

##### **27.11.2**

A Teacher who has been laid off may apply for a position on the Occasional Teacher List when vacancies ~~are~~ posted.

##### **27.11.3**

A Teacher's recall rights shall not be diminished by accepting a long term or daily occasional teaching assignment. It is understood that time worked in a long term or daily occasional teaching assignment shall not extend the Teacher's recall period.

#### **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 or designate 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 or designate 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 designate within fifteen (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 ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent designate. The Superintendent designate shall respond to the grievance with a written decision and reason **or** reasons therefore, within ten (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 ten (10) school days of the response from the Superintendent designate. Within ten (10) school days of receipt of the grievance, a meeting **will** be held with the Director of Education or designate. The Director of Education shall respond to the grievance with a written decision and reason **or** reasons therefore within ten (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 either **party** requests, a grievance may 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**

With the agreement of both parties 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**

- (a) 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.
- (b) Effective September 1, 2009, the Board shall pay a professional development allowance to the Union in the amount of \$70,000.00 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, 2008 and shall continue in force up to and including August 31, 2012 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**

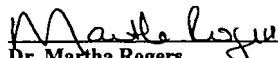
If either party gives notice of its desire to negotiate amendments in accordance with Article **34.01**, the parties shall meet within fifteen (**15**) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario **Labour Relations Act**.

**34.04**

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

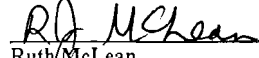
DATED at Guelph, Ontario this 23rd day of June, 2009

On behalf of the  
Upper Grand District School Board


  
Dr. Martha Rogers  
Director of Education

  
Robert Borden  
Chair of the Board

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

  
Ruth McLean  
President

  
Tamara Resto  
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. Such reimbursements shall be reasonable and transparent with appropriate accountability and reporting mechanisms.

**Administrative Detail**

1. It is the responsibility of the Superintendent of Finance to administer this policy.
2. It is the responsibility of each Senior Administrator, Principal, and Department Manager to ensure that his/her staff are appropriately informed and comply with this policy.
3. It is the responsibility of the Chair of the Board to ensure that Trustees are appropriately informed and comply with this policy.
4. This policy applies to all Trustees and employees who travel or incur out-of-pocket expenses while performing their regular job duties.
5. Violations of this policy may result in disciplinary action.
6. This policy operates in compliance with all appropriate Federal, Provincial and Municipal legislation, regulations and standards.
7. This policy operates in conjunction with the following Board policies: #103 Trustee Code of Ethics, #302 Purchasing, #706 Corporate Credit Card, and any other applicable Board policies.
8. This policy operates in conjunction with the Reimbursement of Expenses Handbook.
9. This policy will be reviewed every three (3) years.

Revised 2007 03

Adopted 99/12

**GENERAL**

1. Reimbursement of Expenses Form 701-1, included in the Reimbursement of Expenses Handbook, shall be used by all Trustees and employees of the Board to request reimbursement.
2. Submission of the form shall be in accordance with the process described in the Handbook.
3. All Reimbursement of Expenses forms shall be approved by the employee's immediate supervisor. The Chair of the Board shall approve requests from Trustees and the Director of Education. The Superintendent of Finance shall approve requests from the Chair of the Board.
4. Reimbursement for conferences and travel in Ontario and out-of-province shall be in accordance with the Handbook.
5. **Original** receipts shall be attached to the Reimbursement of Expenses **form**.
6. Reimbursement for Accommodation, Meals, and Hospitality shall be in accordance with the Reimbursement of Expenses Handbook.
7. **At** the discretion of the employee's immediate Supervisor, reimbursements that do not **conform** with the guidelines in the Reimbursement of Expenses Handbook may be allowed.

Revised 2007 03

Adopted 99/12

**POLICY**

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

---

**Administrative Detail**

1. It is the responsibility of the appropriate Superintendent to administer this policy in accordance with the Absences and Leaves Procedures Manual 411-A.
2. Employees will apply for an absence or leave on the Request under Absence and Leave Policy Form 411-1 (available from Human Resources).
3. Time allowed for various absences and leaves shall be in accordance with this policy unless superseded by a specific collective agreement.
4. This Policy will be reviewed every three (3) years or as required by legislative changes.

**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 special circumstances the leave may be extended at the sole discretion of the Director.

In cases of personal bereavement, leave will be granted **as** follows:

- a) Immediate family (e.g. parent, spouse/partner or child) - up to five (5) days.
- b) Sibling of employee or sibling of spouse/partner - up to three (3) days.
- c) Other: In consultation with the 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 two (2) days per year.
- b) This leave may be extended under exceptional circumstances in consultation with 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, will be remitted to the Board.
- b) Witness - no time limit. Witness fee, exclusive of any travel allowance, will be 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 (1) day per year for each of the following:

- a) to attend their own graduation ceremony,
- b) to attend the graduation ceremony of their spouse/partner,
- c) 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 (1) day **per** examination;
- c) the maximum allowed to write an examination(s) is two (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 one (1) day per year may be granted to **an** employee for personal reasons, if deemed reasonable by the appropriate Superintendent.

**9. Religious Holy Days**

Leaves may be granted for major Religious **Holy** Days for members of that religion.

**10. Absences Due to Inclement Weather**

- a) Notwithstanding the cancellation of buses, employees shall make every reasonable **effort** to arrive at their work site on time.
- b) **After** attempting to travel to their own school/worksite, and failing to do **so**, employees should provide assistance at the nearest school/worksite within the Board.
- c) Staff who wish to work at a different site must obtain the prior approval of their

Principal/Supervisor.

- d) Time missed during the working day, due to inclement weather, will be defined as an absence.
- e) Occasional teachers are not to be used when teachers **are** absent due to inclement weather.
- f) If an employee **is** absent due to inclement weather, the employee must complete the Request Under Absence and Leave Policy Form 411, 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**

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

Revised 2006 02  
Adopted May 1992

## **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

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 Duties:***

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

***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  
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, (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: LETTERS OF UNDERSTANDING**  
**LETTER OF UNDERSTANDING**  
**between**  
**UPPER GRAND DISTRICT SCHOOL BOARD**  
**and**  
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**UPPER GRAND LOCAL**

**Re: Criminal Records Check**

The parties agree that:

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

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

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Template for Previous Experience**

The parties agree to meet within ninety (90) school days following ratification of **this** collective agreement to develop a template for providing each Teacher who applies for a previous teaching and/or a previous related experience credit with **an** accounting of how the credit was determined.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
J. White

For the Board

Mantle Leguis  
R. B.

APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

Re: Data for District Staffing Committee

The parties agree that:

In order to execute staffing procedures during District Staffing Committee meetings, the Board shall provide Union representatives on this Committee with access to the same data and information as Principal representatives.

The school organizations on the staffing website shall be provided to the Union representatives in hard-copy or electronic format.

It is understood that this information must be kept in strict confidence and shall not be released to individuals outside of the staffing committee without the prior approval of the Board.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
J. White

For the Board

M. Logan  
R. Brown

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: In The Event Of A Pandemic**

The parties agree that:

In the event of a pandemic which impacts upon the Upper Grand District School **Board**, the parties agree to meet to discuss the continued operation of Board/School functions with a reduced staff.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
f. White

For the Board

Marilyn Rogers  
D. Bon

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Reporting Sick Leave Credits**

The parties agree that:

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

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
J. White

For the Board

Mantle Rogio  
R. B.

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Laid-Off Teachers Filling Leaves of Absences**

The parties agree that:

When a position is unoccupied due to a leave of absence being granted in accordance with Article 20 it is preferable, where possible, **to fill** that position with a Teacher who has received a lay-off notice or who has been laid off. The specific details as to how this will work will be agreed upon by the parties. **This** process may change from year to year depending on the particular staffing circumstances that year.

It is understood that Article 27 of the Collective Agreement (Lay-off, Recall and **Surplus** to School) shall continue to apply and be used as the basis for implementing this process.

Signed at Guelph, this 23rd day of June 2009

For the Union

RJ McLean  
J. White

For the Board

M. Rogers  
R. Brown

**APPENDIX E:**  
**LETTER OF UNDERSTANDING**  
between  
**UPPER GRAND DISTRICT SCHOOL BOARD**  
and  
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**UPPER GRAND LOCAL**

**Re: Principals and Vice-Principals**

The parties agree that:

**During** the 2011-12 school year, if the Board:

a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice Principal FTEs funded; and

b) projects under spending on its classroom Teachers line in its 2011-12 Estimates;

it shall recall elementary regular Teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:

c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded; or

d) the dollar value of the projected underspending on the Board's classroom Teachers line in their 2011-12 Estimates.

e) For the purposes of subsections a) and c), the number of Principal and Vice Principal FTEs funded will be defined as:

- i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
- ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

This Letter of Understanding shall remain in effect only for the 2011-2012 school year and shall thereafter be null and void.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
J. White

For the Board

M. Lepp  
R. Bu

**APPENDIX E:**  
**LETTER OF UNDERSTANDING**  
between  
**UPPER GRAND DISTRICT SCHOOL BOARD**  
and  
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**UPPER GRAND LOCAL**

**Re: Professional Learning Enhancement**

The parties agree that:

The parties acknowledge that the professional learning enhancement described in the Memorandum 2008:B10 is designed to offset the incremental cost of providing Teachers with the alternative professional development and training opportunities to compensate for the **loss** of the equivalent of one day of professional development and training in **2009-10** and two days in **2010-11** and **2011-12**.

The Board will review with the Local the professional development and training opportunities for elementary Teachers and the expenditures attributed to the professional development and **training** opportunities for elementary Teachers outlined in the PDT in **2009-10, 2010-11** and **2011-12**.

Signed at Guelph, this 23rd day of June 2009

For the Union

RJ McLean  
J. White

For the Board

M. H. Logan  
P. B.



**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Grades 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches**

The parties *agree* that:

In accordance with the PDT, "The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 Teacher per 1,000 grade 4 to 8 pupil."

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the District Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grades 7 and 8 level.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
J. White

For the Board

Martel Lago  
R. Jan

APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

Re: Benefits

The parties agree that:

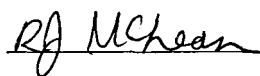
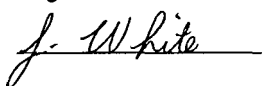
The Bargaining Unit's share of the Board's allocation under the PDT Agreement will be the ratio between the bargaining unit's FTE of employees eligible for benefits to the total FTE of the Board's unionized and non-unionized employees as reported in the Board's 2008-09 Financial Statements.

The parties agree that the Bargaining Unit's share of the Board's allocation under section 8 of the PDT Agreement in 2010-11 is \$223,549 which shall be verified by the parties upon agreements being reached with all other groups of the Board on the understanding that the total allocation for all groups shall not exceed the Board's total confirmed allocation under the PDT agreement. The parties agree to meet to locally negotiate benefit enhancements commencing January, 2010 for implementation by September 1, 2010. It is understood that the value of these benefit enhancements shall not exceed the total allocation for the Bargaining Unit (approximately \$223,549) and shall be used only for changes to plan design. The Board shall provide the Bargaining Unit with the information required to allow for informed decision making on improvements to benefits.

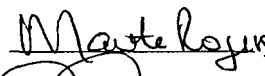
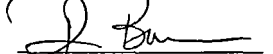
Signed at Guelph, this 23rd day of

 2009

For the Union

For the Board

APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL

**Re: Implementation of the Grade 4 - 8 Class Size Reduction under the PDTA**

The parties agree that:

The Board will reduce its Grade 4 - 8 average class size as follows:

2009-10: by 0.1 below the 2008-09 Grade 4-8 average class size;  
2010-11: by 0.2 below the 2008-09 Grade 4-8 average class size;  
2011-12: by 0.3 below the 2008-09 Grade 4-8 average class size;  
Aug 31, 2012: by 0.5 below the 2008-09 Grade 4 -8 average class size.

Staffing Information shall be provided by the Board to the District Staffing Committee on an **annual** basis that will confirm the class size reductions set **out** above.

The **parties** agree that the 2008-2009 Grade 4 to 8 average class size from which the reductions shall be **made** is 25.7.

Signed at Guelph, this 23rd day of June, 2009

For the Union

RJ McLean  
L. White

For the Board

Marta Lopez  
D. Brown

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Reporting Insurable Hours**

The parties agree that:

For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

Signed at Guelph, this 23rd day of June 2009

For the Union

RJ McLean  
f. White

For the Board

M. Delgado  
R. B.

**APPENDIX E:  
LETTER OF UNDERSTANDING  
between  
UPPER GRAND DISTRICT SCHOOL BOARD  
and  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
UPPER GRAND LOCAL**

**Re: Teacher Coaches**

The parties agree that:

A Teacher appointed to the position of a teacher Coach 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 Coach in accordance with the following:

- (a) A Teacher appointed to the position of a teacher Coach shall have a three (3) year term unless otherwise specified in the job posting. The following grid shall apply with applicable increases:

YRS	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
0	\$1,496	\$1,526	\$1,571	\$1,619
1	\$1,701	\$1,735	\$1,787	\$1,840
2	\$1,904	\$1,942	\$2,000	\$2,060

- (b) At the end of the 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 Coach (subject to Article 27 – Lay-off, Recall and **Surplus** to School) with the member's consent. Otherwise, the member shall be placed in accordance with Article 13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which she or he came.
- (c) 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 and every attempt shall be made to place the member in the same family of schools from which she or he came.

Signed at Guelph, this 23rd day of June, 2009

For the Union

DJ McLean  
J. White

For the Board

M. de la Cruz  
J. de la Cruz

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