

COLLECTIVE AGREEMENT

between

THE UPPER GRAND DISTRICT SCHOOL BOARD
(herein after referred to as the "Board")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(herein after referred to as the "Teachers")

September 1, 1998 - August 31, 2000

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ARTICLE 1 PURPOSE

- 1.01 It is the intent and purpose of the Parties in the Agreement, hereinafter referred to as "The Agreement" to set forth the terms and conditions of employment with respect to the salaries, allowances, and working conditions which govern the teachers who are covered by "The Agreement."

ARTICLE 2 RECOGNITION

- 2.01 The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned as teachers
- 1) to one or more secondary schools; or
 - 2) to perform duties in respect of such schools all or most of the time.
- It is understood that occasional teachers are not covered by the Collective Agreement.
- 2.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.02.1 The Union recognizes the negotiating committee of the Board as the group authorized to represent the Board and negotiate on its behalf.
- 2.03 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 2.04 The Board further recognizes the right of OSSTF to represent and accompany a member at any meeting when the conduct or competence of the member is being considered.
- 2.05 On each pay date which the teacher is paid the Board shall deduct from each teacher the OSSTF dues. Any further dues chargeable by the Bargaining Unit shall be in accordance with clause 7.03. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change
- 2.06 The OSSTF dues deducted in clause 2.05 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N., annual salary, salary for the period, and the amounts deducted.

- 2.07 Dues specified by the Bargaining Unit in clause 2.05, if any, shall be deducted and remitted to the Treasurer of OSSTF District 18 no later than the fifteenth of the month following the date on which the deduction were made. Such remittance shall be accompanied by a list identifying the teacher, their S.I.N., annual salary, salary for the period, and the amounts deducted.
- 2.08 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 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.
- 3.02 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 terminate teachers subject to their rights under the Acts and Regulations of Ontario
 - 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 and obligation to implement all other aspects of the Boards jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.
- 3.03 It is understood that the Board's right to discipline, including disciplinary demotion, shall be for just cause.
- 3.04 The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

- 3.05 The Board agrees to exercise its management rights in a manner which is neither discriminatory nor in bad faith and in accordance with the Acts and Regulations of the Province of Ontario.

ARTICLE 4 TERM OF AGREEMENT

- 4.01 This Agreement shall be in affect from September 1.1998 and shall continue in force to and including August 31, 2000 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.
- 4.02 Notwithstanding the period of notice cited in clause 4.01, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) 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.
- 4.03 If either party gives notice of its desire to negotiate amendments in accordance with clause 4.01, the parties shall meet fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the parties.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 5 IMPLEMENTATION

- 5.01 Each full-time teacher shall be paid according to the position on the salary grid in clause 5.12.
- 5.02 Each part-time teacher shall be paid according to the position on the salary grid but shall receive a pro-rated amount in accordance with the assigned duties. The normal assigned teaching time for a part-time teacher shall be pro-rated in terms of the normal number of teaching periods for a full-time teacher.
- 5.03 A teacher shall be paid according to the Group determined by the OSSTF Certification Council in accordance with the certification plan in effect on

September 29, 1998.

- 5.04 It shall be incumbent upon each teacher to provide documentary proof to the Board in the form of an OSSTF Certification Rating Statement.
- 5.05 Each teacher on a Interim Certificate of Qualification (formerly known as a "Letter of Standing") shall be paid according to the letter of evaluation from the OSSTF.
- 5.07 When the requirements of an extra degree and/or change in category have been met on or before September 1, and when relevant documents are submitted to the Board on or before December 31, salary changes shall be retroactive to September 1, of the same year providing that the teacher had previously notified the Board in writing, prior to September 30, that the requirements for the extra degree and/or the category change had been completed.
- 5.07.1 When said requirements for an extra degree and/or change in category are not submitted between September and December 31 and when relevant documents are submitted to the Board on or before May 31, salary changes shall be retroactive to January 1, providing that the teacher had previously notified the Board in writing, prior to January 30, that the requirements for the extra degree and/or the category change had been completed.
- 5.08 Previous teaching experience under contract, including long term occasional contracts, shall be recognized to the nearest tenth of a year; the teacher shall then be paid according to the proper place on the salary grid. The teacher and the Board shall have four (4) months from the date of hire to correct any errors in grid placement, and the Board will adjust the salary retroactive to the date of hire.
- 5.09 Teachers whose duties constitute any part of the teaching week shall be granted this experience on a pro-rated basis for calculation of salary.
- 5.10 Change in credit for teaching experience, i.e. increments, will be made only on the effective date of September 1.
- 5.11 The Board will provide a current salary statement for each teacher no later than November 30 of each year.

5.12

Teachers' Salary Grids - Effective September 1, 1998
Teachers employed by the former Dufferin County Board of Education
and/or newly hired teachers currently employed in a school that was
formerly the Dufferin County Board of Education.

<u>YEAR</u>	<u>GROUP I</u>	<u>GROUP II</u>	<u>GROUP III</u>	<u>GROUP IV</u>
0	29,657	31,306	34,098	35,958
1	31,734	33,508	36,532	38,574
2	33,791	35,690	38,948	41,201
3	35,853	37,894	41,397	43,816
4	37,930	40,075	43,836	46,430
5	40,003	42,277	46,269	49,060
6	42,064	44,461	48,703	51,691
7	44,123	46,644	51,136	54,306
8	46,198	48,846	53,553	56,918
9	48,273	51,033	56,006	59,551
10	50,260	53,231	58,440	62,162
11	52,406	55,412	60,856	64,793

Teachers' Salary Grids - Effective September 1, 1998
Teachers employed by the former Wellington County Board of Education
and/or newly hired teachers currently employed in a school that was
formerly the Wellington County Board of Education.

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	32,403	33,432	35,146	37,140
1	33,467	34,276	36,513	38,389
2	35,146	36,267	38,511	40,632
3	37,013	38,261	40,632	42,876
4	38,760	40,257	42,876	45,117
5	41,002	42,499	45,365	47,608
6	43,243	44,741	47,729	50,350
7	45,489	46,987	50,226	53,095
8	47,729	49,230	52,714	55,831
9	49,985	51,721	55,209	58,566
10	53,220	54,215	58,205	61,942
11		56,710	61,566	65,556

Teacher Salary Grids - Effective February 1, 1999

Years	Group 1	Group 2	Group 3	Group 4
0	32,403	33,432	35,146	37,140
1	33,467	34,276	36,532	38,574
2	35,146	36,267	38,948	41,201
3	37,013	38,261	41,397	43,816
4	38,760	40,257	43,836	46,430
5	41,002	42,499	46,269	49,060
6	43,243	44,741	48,703	51,691
7	45,489	46,987	51,136	54,306
8	47,729	49,230	53,553	56,918
9	49,985	51,721	56,006	59,551
10	53,220	54,215	58,440	62,162
11		56,710	61,566	65,556

Teacher Salary Grid - Effective September 1, 1999

Years	Group I	Group II	Group III	Group IV	
0	32	622	33 658	35 384	37 392
1	33	694	34 508	36 779	38 835
2	35	384	36513	39 212	41480
3	37	264	38 520	41 677	44 113
4	39	023	40 530	44 133	46 744
5		41280	42 787	46 582	49 392
6	43	536	45 044	49 033	52 041
7	45	797	47 305	51482	54 674
8	48	052	49 563	53 916	57 303
9	50	324	52 071	56 385	59 954
10	53	580	54 582	58 836	62 583
11			57 094	61983	66 000

ARTICLE 6 ALLOWANCES

The following shall be paid in addition to the salaries as determined in clause 5.12.

6.01 Related Experience

6.01.1 The allowance for related experience shall be one year on the grid for each full year of related trade or business experience up to a maximum of five years related experience (five years on the grid). This shall also apply to existing teachers.

- 6.01.2 The teacher and the Board will have four (4) months from the date of hire to correct any errors in years of experience granted, and the allowance will be corrected retroactive to the date of hire.
- 6.01.3 The allowance cannot be used to exceed the maximum of the Group in which the teacher is currently placed.
- 6.01.4 Documentary evidence must be submitted with all applications for related experience allowance.
- 6.01.5 In order to be initially eligible for related experience, fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid. When a teacher voluntarily chooses not to teach in the discipline for which the allowance was granted, said allowance shall not be paid.
- 6.02 **Post Graduate Degree Allowance**
- 6.02.1 An additional allowance will be paid to all teachers holding a recognized Master's or Doctorate degree from a recognized university, in the discipline in which the teacher is teaching, as follows: \$1,307
- 6.02.2 Only one (1) post-graduate degree will be acknowledged for an additional allowance.
- 6.02.3 The above allowance will be paid only in situations when the post-graduate courses involved are not used for basic certification.
- 6.02.4 "Recognized" shall mean recognized by the OSSTF Certification Council or the Ontario School Trustees' Council or the Ministry of Education and Training, as determined by the Director of Education.
- 6.03 **Special Education Allowance**
- 6.03.1 The allowance paid on May 1, 1986, to each teacher at College Heights S.S. or at other schools who teaches occupational services or special education classes will continue to be paid if the following criteria are met:
 - 4 the teacher was employed by the Upper Grand District School Board in such a position on May 1, 1986;
 - b) the teacher teaches these classes two-thirds (2/3) or more of the scheduled

- time;
- 4 special education certificates are not used to establish basic certification for teaching in a secondary school or for progression in the groups;
- 4 the teacher has a valid teaching certificate.

6.03.2 The following allowances are applicable:

- 4 Special Education - Part I: \$504 above schedule
- b) Special Education - Part 2: \$839 above schedule
- c) Specialist Certificate in Special Education: \$1,176 above schedule

ARTICLE 7 METHOD OF PAYMENT

7.01.1 For the 1998/1999 school year, the pay dates shall be as follows:

September 1, 1998	7.692% (3.846% x 2)
September 15, 1998	3.846%
September 29, 1998	3.846%
October 13, 1998	3.846%
October 27, 1998	3.846%
November 10, 1998	3.846%
November 24, 1998	3.846%
December 8, 1998	3.846%
December 22, 1998	3.846%
January 5, 1999	3.846%
January 19, 1999	3.846%
February 2, 1999	3.846%
February 16, 1999	3.846%
March 2, 1999	3.846%
March 16, 1999	3.846%
March 30, 1999	3.846%
April 13, 1999	3.846%
April 27, 1999	3.846%
May 11, 1999	3.846%
May 25, 1999	3.846%
June 8, 1999	3.846%
June 22, 1999	15.388% (approx. 3.846% x 4)

7.01.2 For the 1999/2000 and following school years, teachers shall choose one of the following options:

- 1) 26 equal bi-weekly pays of 3.846% of the annual salary beginning August 31, 1999; or
- 2) 23 bi-weekly pays beginning August 31, 1999, with each pay being

3.846% of the annual salary with the exception of the first pay (which would be 7.692%) and the last pay (which would be 11.542%).

- 7.02 The equal by-weekly pays referred to under clause 7.01.2(i) shall be for work done up to June 30.
- 7.03 Each pay shall have the required statutory deductions (Income Tax, Canada Pension, Employment Insurance, Teachers' Pension Plan Board) withheld based on the amount of pay. Where an additional benefit is related to the gross pay, the deduction will be appropriate to the gross. Where the benefit has a monthly premium, half (1/2) of the monthly premium will be deducted from a 3.846% pay. Federation fees will be deducted from each pay. District levies will be deducted in the amounts as directed by the Federation, and on the dates as agreed with the Federation. The Federation agrees to provide the Board with two weeks notice of any changes to the Federation fees or District levies.
- 7.04 Payment will be by direct deposit to the account at the bank or trust company 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 in an envelope on the day the deposit is made. It is the responsibility of the employee to file with the Payroll Department (prior to any change of account or bank), the appropriate form so directing such change of account or bank.
- 7.05 Where a teacher works only a part of the school year, the teacher shall be paid a salary in the proportion that the number of days which the teacher works bear to the total number of work days in the school year.
- 7.06 At termination (i.e. resignation, lay-off) or commencement of an unpaid leave of absence of an employee, a calculation will be made by the Board to determine whether salary received by the employee matches the number of work days in the school year to date multiplied by the per diem rate. In the event of a discrepancy, the Board shall pay the difference to the employee, or the employee shall reimburse the Board..
- 7.07 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.

ARTICLES COMMUNICATION

- 801** The Board shall provide bulletin board space for the use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit. The location of the bulletin board shall be determined by the Principal in consultation with the Bargaining Unit President

- 8.02 The Board agrees to distribute a copy of the collective agreement to all Bargaining Unit members. The cost of printing the collective agreements will be shared equally by the Board and the Union. The Board agrees to provide new employees with the name of the Bargaining Unit President and the address and telephone number of the office where the President may be contacted.
- 8.03 The Bargaining Unit shall have the right to conduct union business on the Board's premises subject to the principal's approval.
- 8.04 The Bargaining Unit shall continue to have access to the Board's courier service for communication with its members and with the Board's representatives.

ARTICLE 9 ABSENCES

- 9.01 The existing Board Policy #4140 on Absences and Leaves will apply. (See Appendix A) It will be neither withdrawn nor modified without the consent of the Bargaining Unit, Rulings under this policy are not grievable.

ARTICLE 10 FIXED TERM LEAVES

- 10.01 A fixed term leave may be granted by the Board to a teacher who wishes to teach for only one (1) semester in a school year, or to a teacher who wishes to teach on a part-time timetable for a full academic year, or some combination of these, or to a teacher who wishes to take a leave of absence for one (1) full academic year.
- 10.01.1 Application in writing for a fixed term leave shall be made to the Superintendent of Human Resources by March 15 for a leave commencing the following September, and by November 1 for a leave commencing the following February.
- 10.01.2 A fixed term leave may only be approved for up to and/or including one (1) full academic year.
- 10.02 **For Fixed Term Leaves of Less Than One Full Academic Year**
- For a fixed term leave of absence of less than one (1) year:
- i) The salary to be paid will be based on the current grid pro-rated according to the fraction of the academic year taught.
 - ii) While on leave, employee benefits coverage shall be paid by the Board and the teacher concerned in accordance with Article 16, based on the salary the teacher would have received for a full timetable.
 - iii) During the period of leave, the accumulative sick leave credits shall be proportional to the fraction of the academic year taught; seniority shall continue to accumulate for the period of the leave.

- iv) Upon the teacher's return from leave, the Board shall place that teacher in a similar position in the same school, subject to Articles 19 and 20 of this Agreement.
- v) Any salary increments shall be proportional to the fraction of the academic year taught.

10.03 **For Fixed Term Leaves for a Full Academic Year**

For a fixed term leave for a full academic year:

- i) Upon the teacher's return from leave, the Board shall place that teacher in a similar position in the same school, subject to Articles 19 and 20 of this Agreement.
- ii) For a fixed term leave which extends for a full academic year, a teacher shall be responsible, through the Board, for the cost of his or her benefits during the term of the leave. It is understood that the teacher must make written application for benefits at the time of application for leave.

ARTICLE 11 PREGNANCY/SHORT-TERM PARENTAL LEAVE

11.01 A teacher shall arrange with the Principal for the commencement and return from pregnancy leave, in accordance with the provisions of the Employment Standards Act as amended by Bill 14 effective December 20, 1990. A teacher who has been employed by the Board for at least thirteen (13) weeks immediately preceding the estimated day of the delivery, shall be entitled to seventeen (17) weeks of pregnancy leave.

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

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

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

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

- 11.02.1 A teacher requesting a pregnancy leave shall provide the Board with a medical certificate as required by the Employment Standards Act.
- 11.02.2 A teacher requesting a short-term parental leave for adopting a child shall give notice of intent to adopt of at least three (3) months.
- 11.03 Nothing in this Article shall remove from a teacher any entitlement under the Employment Standards Act as it pertains to pregnancy and parental leaves.
- 11.04 For the period of the statutory pregnancy/short-term parental leave, the teacher shall be entitled to the accumulation of credit for sick leave.

Extended Pregnancy and Parental Leave

- 11.05 Notwithstanding clause 11.06.2, the teacher is subject to Articles 19 and 20 of this Agreement.

11.06 Extended Leave Benefits

- 11.06.1 A teacher on extended pregnancy or parental/adoptive leave for up to one (1) year's duration shall be allowed to maintain benefits in Article 16, Employee Benefits, held immediately prior to going on leave. Premiums will be paid by the teacher and the Board in accordance with Article 16, Employee Benefits, for up to one (1) year's duration.
- 11.06.2** A teacher on extended pregnancy or parental/adoptive leave in excess of one (1) year's duration and up to two (2) years' duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the teacher benefits in Article 16 held immediately prior to going on leave. The teacher shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) years' duration.
- 11.07 A teacher on adoptive, pregnancy or parental leave is considered to be employed by the Board, and may not accept employment as a teacher with another Board either during the leave or at its conclusion, unless the Board has accepted the teacher's resignation,
- 11.08 For the period of the statutory pregnancy leave, the Board shall provide for teachers on unpaid pregnancy leave, a supplementary unemployment benefits (SUB) plan providing for payment at 100% of salary and allowances that the teacher would have received had the teacher not been on leave for the two week waiting period for Employment Insurance benefits. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. Such a plan shall be approved by the Canada Employment &

Immigration Commission.

ARTICLE 12 TEACHER-FUNDED LEAVES

- 12.01.1 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.
- 12.01.2 Participation in this plan should be granted, subject to clauses 12.01.1 and 12.03, to any teacher who has at least five (5) years service with the Board.
- 12.01.3 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 Revenue Canada regulations.
- 12.01.4 A Review Committee will be established, consisting of the Superintendent of Human Resources or designee, the Bargaining Unit President or designee.
- 12.02 **Types of Leaves**
- 12.02.1 The teacher-funded leave shall afford a teacher the opportunity to enter into an agreement with the Board to take a one (1) year teacher-funded leave in year three (3), four (4) or five (5) of an individual's five (5) year agreement. In each of these five (5) years, 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.
- 12.02.2 The Review Committee may consider and recommend an individual teacher-funded 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.
- 12.03 **Application**
- 12.03.1 Written application received by March 15th shall be considered by the Review Committee by April 15th 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) teacher-funded 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.

12.03.2 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.

12.04 Financial Provision

12.04.1 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 the twentieth (20th) day of each month. A statement of the teacher's account will be issued at the end of each school year. Such a statement shall be made available upon request by the teacher.

12.04.2 During the life of the teacher-funded leave, 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.

12.04.3 If, upon conclusion of the individual teacher's leave plan, the teacher's account (clause 12.04.1) 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 12.04.1, shall be paid by the teacher in a manner mutually agreeable to the Board and the teacher.

12.05 Additional Conditions and Terms of Reference

12.05.1 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.

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

12.05.3 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.

- 12.05.4 A teacher may apply in writing to the Board to withdraw from the plan any time prior to March 15 of the year in which the leave is to take place. Upon acceptance of the reasons for withdrawal and within sixty (60) days of receipt of the application to withdraw, the Board shall repay to the teacher any monies accumulated, plus interest owed. The monies may be deferred (interest free) upon request of the teacher.
- 12.05.5 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.
- 12.05.6 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 12.04.3.
- 12.05.7 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.
- 12.05.8 During the self-funded leave year, the teacher may engage, subject to Federal and Provincial Regulations, in such plans of education and employment as the teacher chooses.
- 12.05.9 Upon return from leave, a teacher shall be placed in a similar position in the same school, subject to Articles 19 and 20.

ARTICLE 13 FEDERATION LEAVES AND ABSENCES

- 13.01 The Bargaining Unit President shall be granted full time off. The Board shall pay the entire cost of the President's salary and the cost of the replacement teacher. The Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67%) of the Minimum of Category II. The Board shall also pay the President any allowances provided for in clauses 6.01 and 6.05 that may apply to the President. The Bargaining Unit shall reimburse the Board for sixty-seven percent (67%) of the cost of such allowances.
- 13.02 The Bargaining Unit Chief Negotiator shall be granted fifty percent (50%) time off. In addition, the Bargaining Unit Chief Negotiator shall be granted nine (9) days per school year which may be used at the Bargaining Unit Chief Negotiator's discretion for work associated with negotiations. The Board shall pay the entire cost of the Bargaining Unit Chief Negotiator's salary, the cost of the replacement teacher and the cost of the supply teacher for the nine (9) days. The Bargaining Unit shall reimburse the Board an amount equal to fifty percent (50%) of the Minimum of Category II.

- 13.03 When the District President is a TPA member, the Board shall grant up to 0.5 (half-time) release. The Board shall pay the entire cost of the District President's salary and the District shall reimburse the Board an amount equal to fifty percent (50%) of the Minimum of Category II.
- 13.04 The Bargaining Unit President, Bargaining Unit Chief Negotiator and the teacher under clause 13.03 shall be considered as full-time teachers, except for PTR purposes, with all the employee benefits as outlined in Articles 14, 15 and 16.
- 13.05 Upon request, the Board shall grant an unpaid leave to any statutory member of the Bargaining Unit elected to a position at the provincial level of OSSTF or OTF.
- 13.05.1 Upon request, the Board shall grant an unpaid leave for up to a maximum of two (2) years to any statutory member of the Bargaining Unit, hired for a position at the provincial level of OSSTF or OTF.
- 13.05.2 Upon request by the Bargaining Unit, the Board may grant time off to a teacher(s) for OSSTF business. The Board shall pay the full cost of the teacher and the occasional teacher. The OSSTF will reimburse the Board for the full cost of the occasional teacher.
- 13.06 The period of OSSTF leave outlined in clauses 13.01, 13.02, and 13.03 shall count as teaching experience in respect to salary increments.
- 13.07 Upon return from OSSTF leave, the Board shall return the teacher to a similar position in the same school, subject to Articles 19 and 20.
- 13.08 In addition to the Chief Negotiator, the Board agrees to cover the full cost of release time for four teachers for negotiation meetings with the Board occurring during the school day.

ARTICLE 14 SICK LEAVE

- 14.01.1 i) Each full-time teacher is entitled to a sick leave credit of twenty (20) days each working school year. On September 1 in each year, the teacher's sick leave account shall be credited with one hundred percent (100%) of the balance in the previous year's allowance and the teacher shall be notified in writing of the credits on record by November 30.
- ii) Part-time teachers shall be granted pro-rated sick leave credits (on the formula of twenty (20) days per year if working full-time).
- 14.01.2 These sick leave credits shall be cumulative to a maximum of two hundred and eighty (280) days for sick leave purposes but not for retirement gratuity.

14.02 **Transfer of Sick Leave Credits**

- 14.02.1 A teacher coming directly to The Upper Grand District School Board from a Board which has an accumulated sick leave plan may have such credits transferred and they may be used in case of illness but such transferred credits will not be included in calculating retirement gratuity.
- 14.02.2 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 (1st) to the second (2nd) period. If, however, a teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the A.S.L. credits shall carry on with no credits given for the period of absence.
- 14.03 Use of Sick Leave Credits
- 14.03.1 A teacher shall be entitled to use sick leave credits when the teacher has a medically determinable physical or mental impairment due to injury or illness that prevents the teacher from performing the regular duties of his/her position.
- 14.03.2 A teacher may be required by the Superintendent of Human Resources to substantiate the reason for any absence exceeding five (5) consecutive days. In any relevant case involving illness, accident or disability, the Board may also require a teacher to sign a release of medical information 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 Boards 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.
- 14.03.3 Teachers are required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process. (See Appendix B - Overview of the WEIP program.)

ARTICLE 15 RETIREMENT GRATUITY

- 15.01 A teacher employed on August 31,1998 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Upper Grand DSB who has entitlement to the Retirement Gratuity provisions as set forth in Appendix C shall have his/her Retirement Gratuity entitlements continue in full force until he/she retires under such provisions unless the teacher resigns or is terminated prior to retirement.

15.02 The Board shall maintain a record of all teachers eligible for each applicable retirement gratuity as set forth in Appendix C

Registered Retirement Savings Plan

15.03.1 Teachers hired by the Upper Grand DSB with an effective date of hire on or after September 1, 1998 shall, after successful completion of the probationary period, have deposited annually by the TPA Bargaining Unit an amount of money, determined by the TPA Bargaining Unit, in an account with the Ontario Teachers' Group Investment Funds.

- 15.03.2
- i) For the 1998/1999 and 1999/2000 school years, effective upon ratification, the Board agrees to transfer to the TPA Bargaining Unit \$150 per FTE teacher to be taken from the classroom teacher expenditure line in the funding formula.
 - ii) Effective October 3 1.2000 and annually thereafter, the Board agrees to transfer to the TPA Bargaining Unit \$150 per FTE teacher to be taken from the classroom teacher expenditure line in the funding formula.
 - iii) For the purpose of this clause, the FTE teacher number shall be equal to the number of FTE teachers covered by this collective agreement other than occasional teachers, night school teachers, summer school teachers and teachers on leave.

15.03.3 District 18 TPA Bargaining Unit shall indemnify and save harmless the Board from any claims, suits, judgements, attachments and from any form of liability arising from the handling of the payments remitted to the District 18 TPA Bargaining Unit by the Board. The Boards' sole obligation pursuant to this Article is to remit the payment annually to the District 18 TPA Bargaining Unit.

15.03.4 The implementation of any and all provisions under this Article shall be in compliance with the Income Tax Act and any other relevant legislation.

15.03.5 The Board and the TPA Bargaining Unit agree to review the amount set forth in clause 15.03.2(ii).

15.03.6 Former Wellington County teachers hired on or after September 1, 1971 and prior to September 1, 1998, with a Retirement Gratuity capped at 80 days shall keep that plan and be eligible for this RRSP subject to the provisions set out by the Bargaining Unit.

ARTICLE 16 BENEFITS

- 16.01 Terms and carriers are to be determined annually by mutual agreement. Changes in benefits may only be made by written agreement of the parties. A description of the benefits is contained in the booklet **(to be named)**.
- 16.02 The Board shall pay eighty (80%) percent of the premium cost (Extended Health and Dental) for all full-time teachers and a pro-rated amount for all teachers whose teaching duties constitute one-half (1/2) or more of the teaching week.
- 16.03 **Dental Plan**
- 16.03.1 O.D.A. rates applicable shall be those current during the term of the Collective Agreement.
- 16.04 **Life Insurance**
- 16.04.1 All teachers teaching half-time (1/2) or more will be granted 1X (one times) salary with the Board paying one hundred (100 %) percent of the premium. Optional coverage up to 4X (four times) is payable one hundred (100%) percent by the teacher.
- 16.05 It shall be a mandatory condition of employment that all teachers teaching half-time or more participate in the Group Life Insurance Plan, Dental Plan and Extended Health Plans subject to the terms and conditions of those plans.
- 16.06 **Long Term Disability Plan**
- 16.06.1 The Board shall administer the LTD plan on behalf of the Bargaining Unit. It is understood that administration means that the Board will co-operate with the enrolment, deduction and remittance of the premiums and provide available necessary data to the insurer.
- 16.06.2 The Bargaining Unit shall be the policy holder of the plan with full authority to determine the terms and conditions of the LTD plan and in selecting the insurer for the plan. It is agreed that the plan design shall include a waiting period of one hundred and twenty (120) days.
- 16.06.3 Where the Bargaining Unit implements changes in the terms and conditions of the LTD plan or selection of an insurance carrier, the Board shall, for administrative purposes, be advised of the changes at least thirty (30) days prior to the date the changes are to be implemented.
- 16.06.4 Participation in the LTD plan is mandatory for all members of the Bargaining

Unit, subject to the eligibility requirements provided under the plan.

- 16.06.5 LTD premiums are paid by members of the Bargaining Unit through payroll deductions.
- 16.06.6 A teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement during the LTD qualifying period and while receiving LTD benefits. The Teacher shall pay 100 % of the premium cost while receiving LTD benefits.
- 16.06.7 The period of absence for a teacher receiving LTD benefits for up to two years is an authorized LTD leave of absence and the member will continue to accrue seniority during this period.
- 16.06.8 The Board and the Union agree to participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.
- 16.06.9 The Board, in consultation with the Bargaining Unit, shall develop and maintain a modified work program to oversee and accommodate, where possible, the effective return to active employment of teachers who have become disabled.
- 16.06.10 There will be no escalator. An escalator will continue to be paid to those teachers who were eligible for and who are currently on or applying for LTD on or before December 14, 1999.

Article 17 Staffing and Working Conditions

A staffing formula will be negotiated between the parties effective September 1998 and the following provisions will apply:

- 17.01 Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools operated by the Board shall not exceed 22 students.
- 17.02 The Board shall assign its remaining teaching staff to the areas of guidance, library, and special education, life skills, and other non-classroom teaching services.
 - i) For the 1999-2000 school year, the total FTE teaching staff, in accordance with 17.01 and 17.02 will be 692 teachers.
 - ii) For 2000-2001, the Board and the Federation agree that the secondary schools operated by the Board will be staffed in accordance with the same staffing principles used to generate, allocate, and assign staff for the 1999-

2000 school year, but within the available funding for 2000-2001 school year.

- 17.03 Each full-time teacher shall be assigned 1250 minutes of instructional time per week on the average.
- 17.04 Of the 1250 minutes assigned under 17.03, 1125 minutes of instructional time per week on the average will be assigned to:
- classroom instruction and supplementary activities (co-operative education and field trips) in programs for secondary school credit;
- The number of teaching periods assigned to a full-time teacher shall be six (6) out of eight (8) teaching periods.
- 17.05 Of the 1250 minutes assigned under 17.03, 125 minutes of instructional time per week on the average will be assigned to:
- library and media instruction;
guidance and counselling;
scheduled student evaluation and assessment time;
assigned on-call classroom instruction;
tutorial and remediation instruction including classroom instruction for credit within special services;
teacher advisory group/mentoring beginning September 1999;
assigned time in areas which are credited toward a secondary school diploma or provincially mandated programs.
- 17.06 Teachers employed less than full-time shall be assigned instructional time and duties on a prorated basis.
- 17.07 Each teacher shall be timetabled the equivalent of 37.5 minutes of preparation time for each instructional day within the timetabling cycle.
- 17.08 Preparation periods will not be used for on-call assignments except in emergencies.
- 17.09 Each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch, free from assigned duties.
- 17.10 The equivalent of an additional 37.5 minutes per week of other supervisory duties may be assigned to each teacher.
- 17.11 The allocation of instructional and non-instructional time within each school will

be monitored by the In-School Staffing Committee.

ARTICLE 18 - STAFFING COMMITTEES

- 18.01.1 The secondary staffing committee shall be established by January 15 and maintained from year to year to assist the Board with the staffing of its secondary schools.
- 18.01.2 The committee shall consist of:
- i) Bargaining Unit President or designee,
 - ii) Bargaining Unit Chief Negotiator or designee,
 - iii) Superintendent of Human Resources or designee,
 - iv) All secondary principals.
- 18.01.3 A sub-committee consisting of:
- i) Bargaining Unit President or designee,
 - ii) Bargaining Unit Chief Negotiator or designee,
 - iii) Superintendent of Human Resources or designee,
 - iv) One secondary principal
- shall with input from the Principals:
- a) by March 31, establish the Board's average daily enrolment (ADE) for the following school year
 - 2) make recommendations to the Board as to the system-wide staff complement including English as a Second Language and Special Education.
- 18.01.4 The Committee shall establish the amount of instructional time allocated to each school.
- 18.01.5 The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.
- 18.01.6 The Committee shall publish its allocation to all schools. The Committee shall review the distribution of instructional time to teaching staff within schools at least twice during the school year.
- 18.02 In-School Staffing Committee
- 18.02.1 An In-School Staffing Committee (ISC) shall be established and maintained from year to year in each secondary school, commencing March 1.
- 18.02.2 The Committee shall be comprised of:
- i) OSSTF Branch President or designee,

- ii) one representative from each organizational unit,
 - iii) Principal and Vice-Principal(s),
- 1802.3 The Committee will review the staffing of the school upon being allocated staff by the Secondary Staffing Committee.
- 18.02.4 The Committee will review the allocation to the school by the Secondary Staffing Committee of the school's share of the secondary system's instructional time for a school year and provide feedback to the Secondary Staffing Committee on the matter.
- 18.02.5 The Committee will provide input to the Principal with respect to the allocation of the school's instructional time to each classroom teacher.
- 18.02.6 The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- 18.02.7 The Committee shall meet at least five (5) times per year and shall report in writing on its activities to the teaching staff at the staff meeting next following any meeting of the in-School Staffing Committee.
- 18.02.8 The Committee shall have access to certificates of qualification and all numerical data on staffing from both Principals **and administration.**

ARTICLE 19 - TRANSFERS

- 19.01.1 Where a teacher is to be transferred by the Board for the following school year from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the first day of May immediately prior to the school year for which the transfer is effective.
- 19.01.2 The Board shall have the right to transfer a teacher within the secondary panel at such time as may be required by prevailing circumstances. At the time of notification, the Superintendent concerned shall outline the reasons for transfer, in writing to the teacher so affected.
- 19.01.3 It is understood that nothing in this clause prevents the transfer of a teacher at any time by mutual consent of the Board and the teacher.
- 19.01.4 The Board will consider the transfer of teachers within the Secondary Schools and Elementary Schools and between Elementary and Secondary Schools. Mutual agreement of the teacher, the Principals and the Superintendents concerned will be normally a condition of transfer in cases other than Board-requested transfers and

those involving surplus situations. A request for transfer by a teacher shall be made in writing to the Superintendent of Human Resources by March 15 for the following September 1 transfer. The teacher shall be notified in writing prior to June 15 for a transfer commencing the following September.

19.02 **Exchange of Teachers**

The Board encourages the short-term inter panel exchanges of teachers. Mutual agreement between the teacher, the Principals and the Superintendents of Education concerned is required.

19.03 **Part-time Teachers**

A part-time teacher shall have priority as a candidate for a full-time position whenever a full-time position becomes available for which the part-time teacher is qualified. Application for appointment to a full-time teaching position shall be made in writing to the Superintendent of Human Resources by March 15 to become effective the following September 1.

19.04 **Voluntary Transfers**

19.04.1 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Superintendent in writing no later than March 15 in the school year immediately prior to the school year for which the transfer shall be effective.

19.04.2 Requests for voluntary transfer which can be accommodated shall be first used to fulfil the requirements of Article 17. In order to facilitate voluntary transfers a Member who is transferred to replace a Member on leave for only one year will remain the responsibility of the originating school.

ARTICLE 20 SENIORITY, SURPLUS, REDUNDANCY, AND RECALL PROCEDURES

20.01 **Definitions**

20.01.1 A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.

20.01.2 A Surplus teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.

20.01.3 A Redundant Teacher is a Bargaining Unit Member who has been identified by

seniority in excess of the staffing requirements of the Board for the ensuing school year.

20.02 Seniority

- 20.02.1 The Board, in conjunction with the Bargaining Unit, shall prepare a list which ranks, in decreasing order of seniority, all teachers employed by the Board. Teachers employed exclusively as occasional teachers, night school teachers and summer school teachers shall not be included on the list. The list will be compiled by March 1 each year and shall include credit to June 30 of the same year.
- 20.02.2(1) For teachers employed with the Board as of January 1, 1998, seniority shall be the length of experience with the Board or predecessor Boards. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service.
- 20.02.2(2) For teachers hired by the Board after January 1, 1998, seniority shall be the length of continuous service with the Board from the last date of hire as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher.
- 20.02.3 A copy of the list shall be forwarded to the Bargaining Unit President no later than March 1 of each school year. The seniority list(s) shall be posted in all locations where Members of the Bargaining Unit work
- 20.02.4 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board by the teacher within thirty (30) work days or the list shall be deemed correct.
- 20.02.5 Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:
- 1) total length of employment as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
 - 2) total length of employment as a teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
 - 3) total years of teaching experience in Ontario as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
 - 4) by lot conducted by a Superintendent and the Bargaining Unit President. In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

- 20.02.6** Teachers who are assigned to Acting Principal or Acting Vice-Principal positions for periods of up to two years shall be entitled to return to the member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member's term as acting Principal or Vice-Principal does not exceed two (2) school years. The teacher shall retain their seniority but shall not accumulate seniority while in the acting position.
- 20.02.7** A Principal or Vice-Principal who has been reassigned to a position as a teacher within the Secondary panel will have seniority determined as follows:
The sum of:
1) the length of his or her service before January 1, 1998 while employed by the predecessor boards to teach, and
2) the length of his or her service after December 31, 1997 while employed, other than as a Principal or Vice-Principal by the Board to teach.
- 20.02.8** The seniority system will take effect on April 8, 1998
- 20.03** **Surplus** to School Declaration
- 20.03.1** The determination of the number of staff allotted to each school is recognized to be the responsibility of the Director of Education in consultation with the Superintendents and the Principals. Once such allotments have been determined, there may exist either surplus or deficient situations within individual schools.
- 20.03.2** Where a Principal finds that a surplus situation exists in the school, the Principal shall declare the number and names of teachers surplus, and these shall be available for transfer. The declaration of teachers available for transfer shall be made in accordance with restrictions on qualifications as outlined in Ministry Regulations, and shall recognize that the programme needs of the school shall have first (1st) priority.
- 20.03.3** The Bargaining Unit President or designate shall be present during staffing meetings.
- 20.03.4** Where programme restrictions permit, the teacher declared available for transfer shall be the teacher with the least seniority for that particular school.
- 20.03.5** Placement of the teachers declared available for transfer shall be the responsibility of the Director of Education, in consultation with the Principals.
- 20.03.6** A teacher relocated in a minor subject area under the foregoing provisions shall receive priority consideration but not necessarily placement when future vacancies

occur in the teacher's subject area.

- 20.03.7 A teacher who is transferred as a result of being surplus to the present school will be given a high priority to return to the original school if an opening occurs for which the teacher is qualified after the transfer has taken place or after the notification of transfer.
- 20.03.8 The Board will make every effort to ensure that teachers will not be unnecessarily transferred from their geographic region.

20.04 **Exceptions**

- 20.04.1 The Board shall be entitled to retain on staff the Head of each Organisational Unit. Such a teacher may then be excluded from the transfer or surplus list. The teachers eligible for retention must be named by the Principal not later than September 30 of the contract year. Such designation must be made in writing to the Superintendent of Human Resources and the Bargaining Unit President.

20.05 **Redundancy**

- 20.05.1 The teachers who may be declared surplus to the system shall be determined as follows: (All references to teachers mean Full-Time Equivalent (F.T.E.)).

- i) Teachers Available = teachers presently on staff
+ (teachers returning from leave or secondment)
- (teachers going on leave)
- (teachers retiring or resigning)
- (teachers seconded)
- (teachers promoted to a non-school position)

- ii) Teachers Necessary to the System
= Classroom Complement*
+ Teacher Librarians
+ Guidance Teachers
+ E.S.L. Teachers
+ Teachers assigned to Ministry funded projects and programmes
+ Resource Withdrawal Teachers
+ Special Education Teachers

* Classroom Complement to be determined as per the Staffing Agreement.

Note: If a teaching position cannot be filled by a teacher who is presently covered by this agreement and who cannot become qualified for that position prior to the commencement of the teaching duties of the position,

the Board may fill that position with a newly hired qualified teacher and declare the next teacher covered by this agreement surplus.

- iii) If the number of teachers available is more than the number of teachers necessary to the system, then the difference between these two (2) figures shall be the number of teachers that will be declared surplus to the system.
- 20.05.2 On or before May 1, a letter shall be posted in each school stating that either:
- i) No teacher shall be declared surplus to the system; OR
 - ii) A maximum of 5 teachers covered by this Collective Agreement are to be declared surplus to the system.
- 20.05.3 By May 9, the maximum number of teachers who shall be declared surplus to the system shall be named and listed starting at the bottom of the seniority list proceeding up the ranked list.
- 20.05.4 At least one (1) day prior to the posting in clause 20.053, the appropriate superintendent shall notify personally in writing each teacher who shall be declared surplus to the system. This notice may be delivered by the appropriate Principal.
- 20.05.5 The Bargaining Unit President shall be sent a copy of the letter which is delivered to each teacher in clause 20.054 at the same time that such a letter is delivered to the teacher.
- 20.056 If a non-probationary teacher is required for a position to be vacated by one of the teachers listed in clause 20.05.3 and no qualified teacher employed by the Board is available to fill such position (except by making vacant a similar position in another school), the Board shall have the right to retain that surplus teacher in the present position and thus the next lowest teacher on the seniority list will then be placed on the surplus list named in clause 20.053. In this way the number of teachers necessary to the system will remain constant (20.05.1(ii)).
- 20.05.7 The Board shall endeavour to staff the Continuing Education programme by utilizing the qualified teachers who may be declared partially surplus to the system according to Article 20. These teachers whose teaching assignment incorporates teaching credit courses in both the regular day-school programme and the Continuing Education programme shall be paid their proper grid salary according to qualifications and experience.
- 20.05.8 By May 31, each teacher whose name still remains on the list of teachers who have been declared surplus to the system may be informed that their employment will

be terminated. The Board shall indicate in writing that the teacher has been declared surplus to the system, and the Superintendent of Human Resources shall notify in person the teacher of the decision. At this time the Bargaining Unit President shall be notified of this decision.

20.06 **Recall**

20.06.1 The Board shall establish and maintain a recall list of all Bargaining Unit Members declared redundant. Bargaining Unit Members will remain on the recall list for twenty-four months following their date of termination.

20.06.2 Bargaining Unit Members who have been declared redundant and remain on the recall list shall be recalled to the Staff Complement Vacancies based on seniority and be reinstated as though there had been no interruption in service.

20.06.3 Redundant Members remaining on the recall list shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being declared redundant, subject to the terms of the insurance carrier(s). The Member shall reimburse the Board for 100% of the benefit premiums

20.06.4 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.

20.06.5 When a Position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered mail. A response to this offer must be received by the Board by 4:00 pm of the 4th business day after the date of mailing.

20.06.6 A Member has the right to one refusal of recall to a position for which the Member is qualified. Refusal of a second offer of recall to a position for which the Member is qualified will result in removal from the recall list.

20.07 **External Hiring**

No external hiring shall take place until positions have been offered to qualified redundant Bargaining Unit Members remaining on the recall list.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 If a teacher is unable to resolve by informal discussion with a supervisor

appointed by the Superintendent of Human Resources, any complaint or question as to the interpretation, application, administration or alleged violation of this Agreement, the Bargaining Unit on behalf of the teacher may lodge a grievance as herein provided.

- 21.02 A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement. The purpose of the Grievance Procedure is to address a problem between the two (2) parties without prejudice to both parties. For purposes of this Article, days shall be calendar days.
- 21.03 A grievance may be lodged at Step I by a teacher or group of teachers in consultation with the Grievance Officer.
- 21.04 A grievance of the Bargaining Unit on behalf of all of its members, may be initiated by the Grievance Officer at Step 3.
- 21.05 Each party to the grievance may elect to be assisted by a local representative of its respective organization at Steps 1 and 2 of the grievance procedure. At Steps 3 and 4, each party to the grievance may elect to be assisted by a local and/or provincial representative of its respective organization. The teacher may also elect to have his/her own choice of legal counsel present at Step 4 subject to the bargaining unit's approval.
- 21.06 All notices, reports and decisions shall be made in writing to the parties concerned, and may be delivered personally or sent by registered mail to the last known address recorded at the Board Office. In the event of delivery by registered mail, it shall be deemed to be received two (2) business days after posting.
- 21.07 An accurate record of the dialogue of each meeting between the parties will be maintained by a recording secretary. Such grievance procedure minutes will not be admissible in Arbitration.
- 21.08 The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made unless the grievor has been afforded the same opportunity. It is understood that 21.08 shall not apply to closed sessions of the Board or Bargaining Unit.
- 21.09 **Step I**
- 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. The grievance

shall be submitted to the Superintendent of Human Resources with a copy to the appropriate Superintendent of Schools within fourteen (14) days after the event which gave rise to the grievance or after the date when the event could reasonably have been detected. The Superintendent or designate, accompanied by another Board representative if requested by the Superintendent, shall meet with the grievor and the grievor's representative, if selected, within seven (7) days following the date on which the grievance was received by the Superintendent. Within the seven (7) days after the meeting, the Superintendent shall forward the written decision, together with reasons therefor, to the grievor. If the grievor rejects the decision, the grievance officer shall notify the Superintendent in writing accordingly within seven (7) days after receiving the decision.

21.10 **Step 2**

Failing settlement at Step 1, the grievance officer shall submit the grievance to the Director of Education within seven (7) days after the date of receiving the decision at Step 1. The Director of Education or designate together with one other representative of the Board whom the Director may wish to have present shall meet with the grievor and the grievor's representative within seven (7) days from the date the grievance was received by the Director of Education. Within seven (7) days after the meeting, the Director of Education or designate shall forward the written decision, together with the reason or reasons therefor, to the grievor. If the grievor rejects the decision, the grievance officer shall notify the Director of Education in writing accordingly within seven (7) days after receiving the decision.

21.11 **Step 3**

Failing settlement at Step 2, the grievance officer shall submit the grievance to the Chair of the Board within seven (7) days after receiving the answer in Step 2. The Board or a representative committee of the Board shall meet with the grievor and the representative of the grievor (if any) within fourteen (14) days immediately following the receipt of the grievance by the Board. Within seven (7) days after the meeting, the Board shall forward its written decision, together with the reason or reasons therefor, to the grievor and Bargaining Unit. If the grievor rejects the decision, the grievance officer shall notify the Board of Education in writing accordingly within seven (7) days after receiving the decision.

21.12 **Step 3 Grievance Filed by Bargaining Unit or by the Board**

The Bargaining Unit or the Board may lodge a grievance in writing against the other within fourteen (14) days after detection of the event which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Bargaining Unit within fourteen (14) days from the date the

grievance was received by the opposite party. The decision of the Board or the Bargaining Unit shall be forwarded in writing, together with the reasons therefor, to the party lodging the grievance, within seven (7) days after the meeting. If the grievor rejects the decision, the grievance officer shall notify the opposite party in writing accordingly within seven (7) days after receiving the decision.

Note: The Bargaining Unit will notify the Director of Education. The Board will notify the Bargaining Unit President.

21.13 step 4

Failing settlement at Step 3, the grievance officer shall, within seven (7) days after receiving the answer in Step 3, notify the other party, in writing of its desire to submit the grievance to arbitration. The Bargaining Unit shall notify the Director of Education. The Director of Education or designate shall notify the Bargaining Unit

21.13.1 Arbitration Board

The notice shall contain the name and address of the grieving party's appointee to the arbitration board. The responding party shall, within seven (7) days inform the grieving party of its appointee to the arbitration board. The two appointees shall within seven (7) days or such longer time as they agree upon, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within the time limit, either the Bargaining Unit or the Board may request the appointment of a chairman by the Ministry of Labour.

21.13.2 Single Arbitrator

The notice shall contain the name and address of the grieving party's proposed single arbitrator. The responding party shall, within seven (7) days, inform the grieving party of its agreement to the proposed single arbitrator or its proposal for another single arbitrator. If the recipient of the notice fails to appoint an arbitrator, either the Bargaining Unit or the Board may request the appointment of an arbitrator by the Ministry of Labour.

21.14 Each party shall pay the costs of its nominee on an arbitration board plus half the costs of the chairperson. Where there is a single arbitrator the costs shall be shared equally between the parties.

21.15 One (1) or more of the steps on 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.

21.16 The people named to be present at each step of the grievance procedure may be changed by written mutual consent of the parties, in respect of the processing of a particular grievance.

21.17 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.

ARTICLE 22 POSITIONS OF ADDED RESPONSIBILITY

22.01 All current positions (Director, Head, Assistant Head, and Chairpersons) will be eliminated effective June 30, 2000.

22.02 Effective September 1,2000 there will be two (2) categories of responsibility positions namely Heads and Minor Heads, unless modified by the implementation of item 22.10.

22.03 The compensation for Heads will be an allowance of \$3,000 per year and for Minor Heads an allowance of \$1,850 per year.

22.04 The expectations of teachers in Charge of Organizational Units shall be those referred to in the Board's Performance Appraisal Policy. [This is understood to be Policy 4014 from the former Wellington County Board of Education until such time as the Upper Grand DSB approves a new Performance Appraisal Policy.]

22.05 There will be a minimum of two (2) Heads in each School.

22.06 The Principal in consultation with the In-School Staffing Committee will determine the utilization of the positions available to the school.

22.07 The number of Heads in the District shall not be less than 84 and the number of Minor Heads for the District shall not be less than 26 and shall be distributed as per item 22.09 unless modified by the implementation of item 22.10.

22.08 Positions are for a three (3) year term. When a position becomes available it will be advertised within the District prior to external advertising.

22.09 Distribution of Positions

School	Number of Heads	Number of Minor Heads
Arthur DHS	2	3

Centre Dufferin DHS	7	3
Centre Wellington DHS	10	2
Centennial CVI	10	2
College Heights SS	4	1
Erin DHS	4	1
Guelph CVI	10	2
John F. Ross CVI	12	3
Mount Forest DHS	3	3
Norwell DSS	7	3
Orangeville DSS	10	2
Westside SS	5	1

- 22.10 A school will have the option of utilising the available allowances in a way which differs from that above provided;
- a) The total allocation of funds must be equal to the allocation under clause 22.09
 - b) The allocation to any one person does not exceed \$3,000 per year
 - c) The In-School Staffing Committee has been consulted
 - d) The alternative structure is approved by the Superintendent of Human Resources or designate
 - e) The alternative structure will have a three year term.

22.11 **Co-ordinator grid**

Year		Salary
0		71302
1		71925
2	72	541
3	73	160
4	73	784
5	74	399

Consultant allowances

Year		Allowance
0		3000
1	3	400
2	3	800
3	4	200

ARTICLE 23 -TERMINATION OF EMPLOYMENT

- 23.01 The Board and a leacher are required to provide not less than 30 days written notice of either parties intent to terminate the teacher’s employment effective before June 30 and by May 31 to terminate the teacher’s employment between June 30 and August 31, inclusive. This Article shall not apply in the case of

redundancy which is governed by Article 20.

- 23.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.
- 23.03.1 If a night school or summer school teacher has begun teaching duties, the Board and the teacher shall give written notice to the other of not less than 48 hours should either wish to terminate the teacher's employment.
- 23.03.2 If a night school or summer school teacher has not begun teaching duties and the Board has resolved to not offer the course, class, or subject, the Board may terminate the teacher's employment at any time.

ARTICLE 24 REPLACEMENT OF ADMINISTRATIVE POSITIONS

- 24.01 The Parties agree that a teacher who is a member of the TPA Bargaining Unit may substitute for an absent Principal or Vice-Principal on a occasional basis. The Teacher-In-Charge shall be paid an additional \$17.00 per day for each full day for a period not to exceed one semester.
- 24.02 The parties agree that a teacher who is a member of the TPA Bargaining Unit may be appointed from the eligibility list into a Principal or Vice-Principal position on an acting basis for more than one semester and less than one school year. The Acting Principal or Vice-Principal shall be paid at the rate of the Vice-Principal salary grid, Year 0. Such salary shall be deducted from the Principal/Vice-Principal tine of the funding formula.
- 24.03 The teacher will continue to be subject to all terms and conditions of this Collective. Agreement.
- 24.04 Nothing in this Article prevents the teacher from resuming the teacher's regular duties subject to forty-eight (48) hours written notice to the appropriate supervisor.
- 24.05 An occasional teacher shall be hired to replace a classroom teacher who is acting in place of an absent Principal or Vice-Principal for a full day or more.
- 24.06 The TPA Bargaining Unit member shall be entitled to return to the member's former position in the TPA Bargaining Unit if it still exists, or a comparable position if it does not with full rights and privileges as though there had been no break in service within the TPA Bargaining Unit.

ARTICLE 25 - PROBATIONARY PERIOD

- 25.01 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

- 25.02 At the end of the twelve (12) month probationary period the Board shall:
end the probationary period of employment; or
extend the probationary period for an additional time not to exceed six (6) months, exclusive of leaves in excess of thirty (30) days; or
terminate the teacher's employment.
- 25.03 It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary teachers.

ARTICLE 26 - SUPERVISION

- 26.01 After a supervisory visit by a Superintendent, Principal or Vice-Principal, the teacher shall receive, within a reasonable period of time, (usually not more than seven (7) teaching days) a duplicate copy of the visitor's report with sufficient space for comments by the teacher and the teacher's signature.
- 26.02 **Personnel File**
- 26.02.1 A teacher shall have access during normal business hours to that teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The teacher may copy any material contained in this file.
- 26.02.2 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf (for example, the Bargaining Unit President or Grievance Officer), the Board shall provide such access upon prior request in the presence of a supervisory officer or other person(s) designated by the Director..
- 26.02.3 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.
- 26.02.4 The Bargaining Unit President or designate shall have access to complete teacher information including name, address, phone number, salary, grid position and birth date.

ARTICLE 27 - ATTENDANCE DURING EXAMINATION PERIODS

- 27.01 During formal examination periods, teachers are permitted to be at home when other duties have not been assigned, but teachers must be accessible to students or immediately available for contact by telephone by the school during school hours.

ARTICLE 28 - MEDICAL PROCEDURES

- 28.01 For actions taken by any teacher in following the Board's policy on Medical Procedures - Policy #5305 -Health Support Services, the Board shall indemnify and save harmless said teacher from any all liability.

ARTICLE 29 - RECRUITMENT OF TEACHING PERSONNEL

- 29.01 Notices of all available teaching and administrative positions shall be posted in every secondary and Section 27 school, and all Board offices forty-eight (48) hours before appearing in the newspaper. In the event that time lines necessitate advertising less than forty-eight (48) hours after internal notices have been posted, the Superintendent of Human Resources shall first consult with the Bargaining Unit President. A statement shall be added to the internal notices which will indicate to teachers that external advertising will take place in less than forty-eight (48) hours.

ARTICLE 30 - DEMOTION AND DISCIPLINE

- 30.01 If a teacher is demoted from a position of responsibility, unless such demotion is the result of reorganization, or the discontinuance of a service, the teacher shall be informed in writing of the demotion which shall include reasons for the demotion.
- 30.02 A teacher subject to disciplinary action, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

ARTICLE 31- SCHOOL YEAR

- 31.01 The maximum number of instructional and professional activity days in the school year will not exceed 195 provided the number of days is in accordance with The Education Act and Regulations.

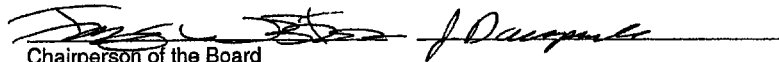
ARTICLE 32 - E.I.C REBATE


- 32.01 The Board shall forward to the Branch Affiliate on or before February 1 and on or before June 29 of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Branch Affiliate members are entitled.

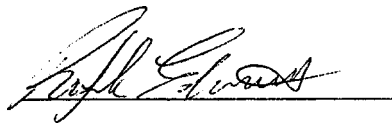
DATED at Guelph, Ontario this 18 day of January, 2008

On behalf of the
Upper Grand District School Board

On Behalf of the
Ontario Secondary School
Teachers' Federation


Chairperson of the Board


Director of Education



HUMAN RESOURCES

ABSENCES AND LEAVES

4140

POLICY

It is the policy of The Wellington County Board of Education 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 4140-A.
2. Employees will apply for an absence or leave on the Request Under Absence and Leave Policy 4140-1.
3. Time allowed for various absences and leaves shall be in accordance with this policy unless superseded by a specific collective agreement.

Adopted 1992 05 26

A. GENERAL

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, an absence/leave, as outlined in this policy, may be extended by the Director of Education.
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 BENEFITS1. Bereavement

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

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

2. Illness in Immediate Family

- a) In case of illness of a spouse or child which requires the employee's urgent personal attention, a leave will be granted up to 2 days per year.
- b) This leave may be extended under exceptional circumstances on recommendation of the Principal/Supervisor and subject to the approval of the Director of Education.

3. Attending Funerals

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

4. Legal Commitments

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

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

5. Post-Secondary Graduation Exercises

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

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

providing that the ceremony occurs during normal working hours.

6. Examinations

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

- 4 Examination centre is within 30 km. of work place - 1/2 day per examination.

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

7. External Educational Committees

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

8. Personal

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

9. Absences Due to Inclement Weather

- a) Notwithstanding the cancellation or delay of buses, employees shall make every reasonable effort to arrive at their work site on time.
 - b) After attempting to travel to their own school, and failing to do so, teachers should provide assistance at the schools in their residential communities.
 - c) School time missed during the working day, due to inclement weather, will be defined as an absence.
- 4 Occasional teachers are not to be used when teachers are absent due to inclement weather.
- 4 If an employee is absent due to inclement weather, the employee must complete The Request Under Absence and Leave Policy 4140-1, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

C. ABSENCES WITH LOSS OF SALARY AND BENEFITS

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

**The Wellington County Board of Education
Workplace. Early Intervention Program (WHP)**

Purpose Statement

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

Overview of the Program

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.
Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence.
The WEIP Coordinator reviews available information and may request that the employee have his/her physician or therapist complete a form which details functional limitations.
Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs he/she may have.
Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and: <ul style="list-style-type: none"> • 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 WBIP 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 WBIP 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 Labour Relations Officer and other appropriate parties to locate a suitable permanent placement.

PROCEDURES

A. FOLLOW-UP PROCESS:

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

B. DETERMINING THE FEASIBILITY OF RETURN TO WORK

- The Program Coordinator will decide when it is appropriate to request information about functional limitations which may inhibit the employee's ability to work at his or her regular job. The employee will be provided with a **form** to take to his/her designated health care provider for completion.

Once the completed form is received, the Program Coordinator will review the information, and make an assessment about return to work potential. The Program Coordinator will notify the Principal/Supervisor of the results, and will obtain any **further** updates on the employee's condition that the Principal/Supervisor may have.

C. RETURN TO WORK:

1. Return to Regular Duties:

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

2. Return to Modified Duties:

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

3. Involvement of External Parties:

The WEIP Coordinator will:

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

D. 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, WCB, 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 C

ARTICLE 12 - RETIREMENT GRATUITY Wellington Teachers

12:01 Calculation

(1) Teachers on Staff in 1970-71

If, upon retirement to pension, there shall be A.S.L.* 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 (1/2) of the A.S.L.* based on the salary of the said teacher at the time of retirement, subject to the following qualifications as to the maximum amount to be paid to any one (1) person.

* A.S.L. means accumulated sick leave in Wellington County.

<u>Years of Experience in Wellington County</u>	<u>Percentage of Salary</u>
21	34
22	34
23	36
24	38
25	40
26	42
27	44
28	46
29	48
30 or more	50

(2) Teachers Joining the Staff of Wellington County on or After September 1, 1971

The maximum amount of sick leave credits upon which retirement gratuity will be calculated is eighty (80) days (i.e. a maximum of forty (40) days). The amount of retirement gratuity awarded is subject to a maximum as calculated in clause 12:01(l).

12:02 Benefits to Estate

In the event of the death of an employee, a deceased employee benefit allowance, in accordance with the above schedule, shall be paid to the teacher's legal representative or to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy.

12:03 Payment

Payment of retirement gratuity may be deferred until the calendar year after retirement, if the employee so desires. For payment of the retirement gratuity in the year of retirement, the Board must receive a written request for such payment, six (6) months prior to retirement.

Dufferin County Teachers:

ARTICLE XXII RETIREMENT GRATUITY

- 22.01 Under the authority of the Education Act a Retirement Gratuity has been established for teachers and subject to the final authority of the Board, the administration of the Retirement Gratuity shall be vested in the Director of Education.
- 22.02 In determination of the applicable gratuity payable, the retiring teacher will be eligible at normal or earlier retirement date to be in receipt of a gratuity for a period equal to the unexpended portion of his accrued Sick Leave Account up to a maximum of 200 days, the total number of years teaching and the years employed in Dufferin County. In no case will the gratuity exceed 50% of the annual earnings at the time of retirement.
- 22.03 A retiring teacher is one who qualifies as such by definition of the Teachers' Pension Act and who is in receipt of a pension from the Ontario Teachers' Pension Plan Board following retirement from employment with the Board.
- 22.04 The onus will be on the retiring teacher to provide the Board with proof that he/she is in receipt of a pension from the Ontario Teachers' Pension Plan Board before the gratuity will be paid.

ARTICLE XXII RETIREMENT GRATUITY (Cont'd)

- 22.05 If a teacher of the Board dies in service, the balance remaining in his/her sick leave account, according to the retirement gratuity formula, shall be paid to the teacher's estate or to his/her beneficiary, if such has been designated in writing to the Board.
- 22.06 No application for retirement on account of ill health will be considered until the Board has obtained a certificate from a legally qualified medical practitioner, acceptable to the Board, certifying to the state of health of the applicant.
- 22.07 a) The Retirement Gratuity in this plan shall be paid to the teacher or deposited in a bank or trust company of the teacher's choice within ninety (90) days of retirement from the teaching profession and proof of eligibility or receipt of a pension has been provided;
- or
- b) At the discretion of the teacher, the retirement gratuity in this plan is to be paid to or deposited on behalf of the teacher within a period of time not exceeding two (2) years from date of retirement.
- 22.08 In the case of dispute with respect to any matter arising out of the administration of the Retirement Gratuity Plan, the decision of the Board shall be final.

22.09 A member planning to retire will be required to make application to the Board together with a letter of resignation or retirement, not later than February 28th of the year in which the member plans to retire in order that the Board may allow for the gratuity in its budget for that year, and for staff planning purposes. Notwithstanding this timeline, the Board will grant a gratuity a member who, because of special circumstances makes application later than February 28th. It is further understood that a teacher making application after February 28th may have the payment of the gratuity delayed for up to one year.

ARTICLE XXII RETIREMENT GRATUITY (Cont'd)

22.10 Method of Calculation of Retirement Gratuity:

The maximum gratuity paid to any teacher shall not exceed the amount of one-half (1/2) year's earnings at the rate received by him/her immediately prior to termination of employment and to qualify for the maximum, the teacher must have:

- 1) 25 years total teaching experience
- 2) 10 years of teaching in Dufferin County
- 3) A minimum of 200 days in the teacher's sick leave account.

Any teacher who has less than the minimum in any or all of the three provisions will have the teacher's retirement gratuity reduced proportionately as shown in the tables and formulae below:

I. <u>Total Teaching Experience</u>	
<u>Column A</u>	<u>Column B</u>
<u>Total Teaching Experience</u>	<u>% of Annual Earnings</u>
5 years	10%
6 years	12%
7 years	14%
8 years	16%
9 years	18%
10 years	20%
11 years	22%
12 years	24%
13 years	26%
14 years	28%
15 years	30%
to 25 years	50%

ARTICLE XXII RETIREMENT GRATUITY - (Cont'd)

22.10 Method of Calculation (Cont'd)

2. Employment by The Dufferin County Board of Education

<u>Column C</u> No. of Years in Dufferin County	<u>Column D</u> % of Column B to Be Paid
1 year	10
2 years	20%
3 years	30%

and for each additional year, a further 10% up to a maximum of 100%.

3. Sick Leave Account

Formula

$$\text{Col.B} \times \text{Col.D} \times \frac{\text{Sick Leave Account (Max200)}}{200} \times \text{Rate of Annual Earnings}^*$$

*Annual Earnings immediately prior to retirement.

EXAMPLES

1)

Salary	<u>Teaching Experience</u>	<u>Dufferin Experience</u>	<u>Sick Leave Account</u>
\$20,000	25 years	10 years	200 days

$$50\% \times 100\% \times \frac{200}{200} \times \$20,000 = \$10,000$$

2)

Salary	<u>Teaching Experience</u>	<u>Dufferin Experience</u>	<u>Sick Leave Account</u>
\$20,000	23 years	8 years	150 days

$$46\% \times 80\% \times \frac{150}{200} \times \$20,000 = \$5,520$$

3)

Salary	<u>Teaching Experience</u>	<u>Dufferin Experience</u>	<u>Sick Leave Account</u>
\$20,000 / 2	15 years (half-time)	10 years	200 days

$$30\% \times 100\% \times \frac{200}{200} \times \$10,000 = \$3,000$$

FILE NO.	801	0177
CERT FILE		
CERT DATE		
MALE EMPS		
FEMALE EMPS		
TOTAL EMPS	71	
EFF DATE	01-SEPT-98	
EXP DATE	31-AUG-00	
CODING CONTROL		DATE CODER
IDENT CODED		
SUB. PROVS CODED		

OFFICE OF
 MAR 27 2000
 COLLECTIVE BARGAINING
 INFORMATION

Received - union
 Received - employer
 Received - other