

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, 2008 - August 31, 2012

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:

- i) to one or more secondary schools; or
- ii) to perform duties in respect of such schools all or most of the time.
- iii) No work regularly performed by guidance counselors or teacher librarians shall be performed by an employee outside of the bargaining unit. This clause shall not be construed as to limit the Board’s practice of using Child and Youth Counselors and Library Technicians.

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 Board's 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 and Federation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offences; relationship, association, or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation.

3.06

The Board and Federation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any teacher by reason of a teacher's lawful activity in the Federation.

ARTICLE 4 ~ TERM OF AGREEMENT

4.01

This agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of the 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 within fifteen (15) days from the giving of notice, or at such other time as the parties shall mutually agree, 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 5.11.

5.02

Each part-time teacher shall be paid according to the position on the salary grid in clause 5.11 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 assignment of the full-time teacher.

5.03.1 ***

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 1, 2008.

5.03.2

In the event of a change to the certification plan by the OSSTF Certification Council, the parties agree to meet and consider the possible adoption of the certification plan.

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.

5.06

No teacher shall be employed at a base salary (not including PAR or other allowances) other than that being paid to an incumbent teacher having the same or equal qualifications, experience and

responsibility.

5.07

When the requirements of an extra degree and/or a change in category have been met and a relevant, updated OSSTF rating certificate is provided to the Board within six (6) months of date of hire or date of completion, salary charges shall be retroactive to the teacher's date of hire or date of completion respectively. When an updated OSSTF rating certificate is not submitted within the six month time frame, salary changes shall be retroactive to the date of submission of the rating certificate.

5.08.1

For teachers on staff at the date of ratification of this collective agreement, previous teaching experience under contract, including long term occasional contract, shall be rounded up to the nearest 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 the grid placement, and the Board will adjust the salary retroactive to the date of hire.

5.08.2

For teachers hired after October 27, 2000, previous teaching experience under contract, including long term occasional contract, shall be rounded up for 0.5 or more years of experience and down at 0.4 or less years of experience; 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 the grid placement, and the Board will adjust the salary retroactive to the date of hire.

5.09

Change in credit for teaching experience, i.e. increments, will be made only on the effective date of September 1.

5.10

The Board will provide a current salary statement for each teacher no later than November 30 of each year.

5.11

The salary grids will be increased as outlined below.

01-Sep-08	1	2	3	4
0	42811	44170	46436	49070
1	44215	45282	48267	50963
2	46436	47916	51458	54433
3	48904	50551	54694	57890
4	51208	53188	57915	61339
5	54171	56151	61130	64817
6	57132	59111	64346	68293
7	60098	62080	67559	71748

	8	63060	65042	70754	75200
	9	66039	68332	73995	78678
	10	70312	71629	77210	82128
	11	0	74925	81339	86613
01-Sep-09	1	2	3	4	
	0	44095	45495	47829	50542
	1	45541	46641	49715	52492
	2	47829	49353	53001	56066
	3	50371	52067	56335	59626
	4	52744	54783	59652	63179
	5	55796	57835	62964	66762
	6	58846	60884	66277	70342
	7	61901	63942	69586	73900
	8	64952	66993	72877	77456
	9	68020	70381	76215	81038
	10	72421	73778	79526	84592
	11	0	77173	83779	89211
01-Sep-10	1	2	3	4	
	0	45418	46860	49264	52059
	1	46907	48040	51206	54067
	2	49264	50834	54592	57748
	3	51882	53629	58025	61415
	4	54327	56427	61442	65075
	5	57470	59570	64853	68764
	6	60611	62711	68265	72452
	7	63758	65860	71673	76117
	8	66900	69003	75063	79779
	9	70060	72493	78502	83469
	10	74594	75992	81912	87130
	11	0	79488	86292	91887
01-Sep-11	1	2	3	4	
	0	46780	48266	50741	53620
	1	48314	49481	52743	55689
	2	50741	52359	56229	59481
	3	53439	55238	59766	63257
	4	55957	58120	63285	67027
	5	59194	61357	66799	70827
	6	62429	64592	70313	74625
	7	65671	67836	73823	78401
	8	68907	71073	77315	82173
	9	72162	74668	80857	85973
	10	76832	78271	84369	89744
	11	0	81873	88881	94644

The salary grid increases will also be applicable to all allowances that are generally accepted as pensionable earnings, including PAR, consultants, curriculum leaders, Special Education, extra degrees and the co-ordinators/consultant salary grids.

* It is understood that salary changes for February 1st represent 50% of the working year and therefore the pay date on which the February 1st salary increase is applied will be adjusted to reflect the increase applying for five working months (50% of the working year). (ie on a 26 pay schedule, 13 pays will be at the new rate.)

5.12 - Continuing Education

5.12.1

The Board shall require newly hired day school credit teachers to sign an Acceptance of Position Form.

5.12.2

Continuing Education Teachers in night school and summer school shall be paid the following amount per credit hour taught:

Effective September 1, 2008 - \$46.35.

Effective September 1, 2009 - \$47.74.

Effective September 1, 2010 - \$49.17.

Effective September 1, 2011 - \$50.65.

5.12.3

Continuing Education teachers teaching credit courses during the school year during the hours of 8:00 am to 4:00 pm shall be paid at their proper place on the salary grid in accordance with clause 5.11.

5.12.4

Night school and summer school teachers shall be paid bi-weekly in accordance with the Payroll Department's published schedules.

5.12.5

Deductions appropriate to Continuing Education shall be made commensurate with the amount of pay (Income Tax, CPP, Employment Insurance, Teachers' Pension Plan Board, Federation Fees, etc.) in accordance with clause 7.03.

5.13 ***

The TBU will assume responsibility for the printing of the final collective agreement. Sufficient copies of the collective agreement will be printed to provide one for each member, including potential new hires, and one hundred (100) additional copies for Board/Administration use. All costs to print the collective agreement will be shared equally by OSSTF District 18 and the Board.

The Board and Federation agree to post copies of the Collective Agreement to their respective websites.

ARTICLE 6 ~ ALLOWANCES / RELATED EXPERIENCE

The following shall be paid in addition to the salaries as determined in clause 5.11.

6.01.1

The allowance for related experience shall be one year on the grid for each full year of related trade, related business, or related professional experience acceptable to the Board, prior to the date of hire up to a maximum of seven (7) years related experience (seven years on the salary grid). This shall also apply to existing teachers currently teaching for fifty (50%) of the time in the discipline for which the allowance is paid. For the purposes of this allowance fifty percent (50%) of the time shall be defined as half of a teacher's teaching assignment for the full school year.

6.01.2

The teacher and the Board will have four (4) months from the teacher's first day of work to correct any errors in years of experience granted, and the allowance will be corrected retroactive to the first day of work.

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***

Documented evidence must be submitted with all applications for the 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:

Effective September 1, 2008 - \$1,397.71.

Effective September 1, 2009 - \$1,439.64.

Effective September 1, 2010 - \$1,482.83.

Effective September 1, 2011 - \$1,527.31.

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:

- a) 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;
- c) Special Education Certificates are not used to establish basic certification for teaching in a secondary school or for progression in the groups;
- d) the teacher has a valid teaching certificate.

6.03.2

The following allowances are applicable:

a) Special Education - Part 1:

Effective September 1, 2008 - \$538.69.

Effective September 1, 2009 - \$554.85.

Effective September 1, 2010 - \$571.50.

Effective September 1, 2011 - \$588.64.

b) Special Education - Part 2:

Effective September 1, 2008 - \$897.13.

Effective September 1, 2009 - \$924.04.

Effective September 1, 2010 - \$951.76.

Effective September 1, 2011 - \$980.31.

c) Specialist Certificate in Special Education:

Effective September 1, 2008 - \$1,257.63.

Effective September 1, 2009 - \$1,295.36.

Effective September 1, 2010 - \$1,334.22.

Effective September 1, 2011 - \$1,374.25.

ARTICLE 7 ~ METHOD OF PAYMENT

7.01

Teachers shall be paid on the basis of twenty-six (26) equal bi-weekly pays of 3.846% of the annual salary. The payments shall begin on the first Tuesday following Labour Day.

7.02

The equal bi-weekly pays referred to under clause 7.01 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 ($\frac{1}{2}$) 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 by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy of the deposit advice form shall notify the Payroll Department, in writing, and the form shall be sent to the employee in an envelope.

7.05

Where a teacher works only 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. Upon returning from a leave part way through the school year a teacher will begin receiving salary on the first scheduled pay date following their first day worked. Any payment corrections shall be evenly distributed among any remaining pay periods, unless otherwise agreed to by the teacher concerned and the Superintendent of Human Resources.

7.06

At termination (ie. resignation, layoff) or commencement of an unpaid leave of absence of an employee, 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. If the teacher is required to reimburse the Board, the teacher shall repay the amount owing in a manner mutually agreeable to the Board and the teacher. If mutual agreement is not reached, the Board will consult the Bargaining Unit President prior to implementing a repayment schedule.

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.

ARTICLE 8 ~ COMMUNICATION

8.01

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 Federation 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, e-mail, fax and telephone services for communication with its members and with the Board's representatives subject to the Board's policies and rules on electronic communication.

ARTICLE 9 ~ ABSENCES

9.01

The existing Board Policy 411 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.

9.02.1

A teacher shall be entitled to a maximum of one (1) personal leave day each school year, for reasons other than illness, without deduction of salary or loss of benefits. Such personal leave day shall be deducted from the teacher's sick leave account.

9.02.2

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

- a) Board designated holidays
- b) Statutory holidays

c) Summer break

9.02.3

One (1) day leave of absence per year shall be granted with pay and no deduction from sick leave, to move to a new place of residence.

9.02.4

It is understood that the following is in place of, and not in addition to, the entitlement provided under Board policy 411.

Bereavement:

9.02.4.1

In cases of personal bereavement, the Board shall grant leaves of absence, without loss of pay or sick leave credits, as follows:

Up to five (5) days in the event of the death of:

Parent or child or spouse/partner of teacher

Parent or child of spouse or partner

Grandchild of teacher or the teacher's spouse/partner

Up to three (3) days in the event of the death of:

Sibling of teacher or their spouse/partner

9.02.4.2

Miscellaneous personal bereavement leave or the extension of the leaves outlined above will be upon recommendation of principal/supervisor and subject to the approval of the Director of Education.

9.02.5

The Board will not deduct either a sick day or personal day for a Teacher's absence to supervise students enrolled at their home school and registered as a participant in a school approved activity provided the teacher is required to meet Board supervision ratios.

9.02.6 ***

For up to two (2) days each school year, a teacher may be absent to attend to family emergencies that require their urgent personal attention. Such a leave will be deducted from sick leave but would be without loss of salary or benefits. It is understood that these Family Emergency Days are in place of, and not in addition to, Family Illness Days under Board Policy 411.

9.03 - Special Leave at Reduced Salary Rate

9.03.1

Teachers with twelve (12) years or more of teaching experience are eligible for this plan.

9.03.2

A teacher taking a full semester leave will receive 50% of his/her annual salary while teaching and 10% of his/her annual salary on the 25th day of the first month of the leave.

9.03.3

Leaves taken in accordance with clause 9.03 shall be without loss of experience or seniority. A teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement during the leave. The teacher shall pay 100% of the premium cost while on leave.

9.03.4

During the period of the leave, the accumulative sick leave credits shall be proportional to the fraction of the academic year taught.

9.03.5

In order to ensure viability of programs, the Board may, at its sole discretion, limit the number of leaves, total and per semester, per subject or per school. No teacher shall be entitled to more than two (2) Special Leaves under this plan in their career with the Board.

9.03.6

A leave under this plan will only be approved if ultimately the overall cost of the salary of the replacement teacher plus the cost of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.

9.03.7

Applications for leave under this plan shall be submitted to the Superintendent of Human Resources through the Principal, not later than March 31st of the preceding year.

9.03.8

Upon the teacher's return from leave, the Board shall place that teacher in a position in the same school for which the teacher is qualified, subject to Articles 19 and 20 of this agreement.

ARTICLE 10 ~ FIXED TERM LEAVES

10.01

A fixed term leave without pay 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. It is understood that a teacher shall only be approved for a maximum of two consecutive fixed term leaves (ie. maximum absence from teaching for two years). In extenuating circumstances, a teacher may appeal to the Superintendent of Human Resources for an extension.

10.02 - Fixed Term Leaves of Less Than One Full Academic Year

For a fixed term leave of absence of less than one (1) year:

- a) The salary to be paid will be based on the current grid pro-rated according to the fraction of the academic year taught.
- b) While on leave, the teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the premium cost while on leave. It is understood that the teacher shall provide written notification for benefits continuance to the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer Teacher Benefits, at the time of the application for leave.
- c) 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.
- d) Upon the teacher's return from leave, the Board shall place that teacher in a similar position in the same school for which the teacher is qualified, subject to Articles 19 and 20 of this Agreement.
- e) Any salary increments shall be proportional to the fraction of the academic year taught.

10.03 - Fixed Term Leaves for a Full Academic Year

For a fixed term leave for a full academic year:

- a) 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
- b) While on leave, the teacher retains full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the premium cost while on leave. It is understood that the teacher shall provide written notification for benefits continuance to the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer- Teacher Benefits, at the time of the application for leave.

ARTICLE 11 ~ PREGNANCY/SHORT-TERM PARENTAL LEAVE

11.01

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 52 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.

11.02.3

For absences occurring at the time of the birth or adoption of their child, a Teacher who is not eligible for pregnancy leave shall be granted, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. This leave shall not be deducted from the Teacher's sick leave account.

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.

11.04.1

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

11.04.2

Upon return from statutory pregnancy/parental leave, the Board shall return the teacher to a similar position in the same school subject to Articles 19 and 20.

11.05 - Extended Pregnancy and Parental Leave

11.05.1

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

11.05.2

Upon return from an extended pregnancy/parental leave, the Board shall return the teacher to a similar position in the same school 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 leave 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 extended leave. The teacher shall retain full entitlement to all benefits provided under Article 16 of the collective agreement. The teacher shall pay 100% of the premium cost while on extended leave.

11.06.3

A teacher shall be entitled to use up to six (6) weeks accumulated sick leave during the school year immediately following the birth of her child without a medical certificate. Use of sick leave beyond the six (6) weeks will require a medical certificate acceptable to the Board.

11.07

For the period of the statutory pregnancy leave, the Board shall provide for teachers on unpaid pregnancy leave, a supplementary employment benefit (SEB) plan providing for payment at 100% of salary and allowances that the teacher would have received had the teacher not been on leave for the two (2) week waiting period for Employment Insurance benefits. No such supplementary payment shall be made for any period during which no regular duties would have been performed. Such a plan shall be approved by the Canada Employment and Immigration Commission.

11.08

In addition to the provision in clause 11.07 the Board shall provide a top-up benefit as a supplement to the Teacher's Employment Insurance benefits following the waiting period noted in clause 11.07 or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the teacher's employment insurance benefits and one hundred percent (100%) of the teacher's regular weekly earnings. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. The teacher will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the teacher's sick leave account for this six (6) week period.

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. Teachers must have a minimum of two (2) years of service with the Board as a contract teacher in order to be eligible to participate in the plan.

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 designate, the Bargaining Unit President or designate.

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 semester or two semesters leave. In each year of the plan in which the teacher works the teacher agrees to be paid a pro-rated amount of their normal salary according to the Collective Agreement in effect for those periods. The remaining percentage of salary shall be deposited into an account in the teacher's name.

12.02.2

Payment in the duration of the leave shall be paid out based on accrued funds plus remaining interest in bi-weekly installments.

12.02.3

A teacher must take a consecutive block of time for the teacher-funded leave and the leave time can only be taken at the end of the plan.

12.02.4

The Review Committee may consider and recommend any 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.

12.03 - Application

12.03.1

Written application received by October 15 (for plans commencing semester 2), and March 15 (for plans commencing semester 1 of the following school year) shall be considered by the Review Committee within thirty (30) days of the application deadline. 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) Program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- c) 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;
- d) 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 each pay date. A statement of the teacher's account will be issued no more than twice each year upon written request of 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. If mutual agreement is not reached, the Board will consult with the Bargaining Unit President prior to implementing a repayment schedule.

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 time 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 prior to the year in which the leave is to take place. The Board will consider extenuating circumstances beyond the March 15 deadline. The Board shall repay the teacher any monies accumulated, plus interest owed, minus an administration fee of \$100. The administrative fee may be waived in the event that the teacher withdraws from the plan as a result of extenuating circumstances. 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 a leave, a teacher shall be placed in a similar position in the same school, subject to Articles 19 and 20. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

12.05.10

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

ARTICLE 13 ~ FEDERATION LEAVES AND ABSENCES

13.01

The Bargaining Unit President shall be granted a full-time union leave. The Board shall pay the entire cost of the President's base salary (not including PAR and other allowances). The Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67%) of the Minimum of Category II towards the cost of the replacement teacher. The Board shall also pay the President any allowances provided for in Article 6 that may apply to the President for the term of the Presidency and a Major Head allowance as outlined in Article 22.03. It is understood that the President shall not be eligible for any additional PAR allowance(s). 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%) union leave. 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 also pay the Chief Negotiator any allowances provided for in Article 6 that may apply to the Chief Negotiator for his/her term of office and a Major Head allowance as outlined in Article 22. It is understood that the Chief Negotiator shall not be eligible for any additional PAR allowances. The Board shall pay the entire cost of the Bargaining Unit Chief Negotiator's salary and allowances and the cost of the supply teacher for the nine (9) days. The Bargaining Unit shall reimburse the Board for one hundred percent (100%) of 0.5 FTE minimum Group II and one hundred percent (100%) of the Major Head Allowance.

13.03

The Board shall grant up to a 1.0 FTE leave for an additional Executive Officer(s) if requested by the Bargaining Unit. The Board shall pay the entire cost of the Executive Officer(s)'s salary. The Bargaining Unit shall reimburse the Board an amount proportional to that fraction of leave at the rate of the Minimum of Category II.

13.04 ***

The Bargaining Unit President, Bargaining Unit Chief Negotiator and any teachers under clause 13.03 shall be considered as full-time teachers, except for PTR purposes, with all the employee benefits as outlined in this agreement.

13.05.1

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.

13.05.2

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.

13.05.3

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 the return from OSSTF leave, the Board shall return the teacher to a similar position in the same school for which the teacher is qualified, 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.

13.09

Employees on full-time Federation leave will notify the Board of the net sick days used for that year. Such notification will be provided at the end of each school year. It is understood that "net sick days" for the purpose of this clause, means sick days used minus those days that the employee worked on a day that otherwise would not be a regular working day for the employee.

13.10

Where possible, teachers with part time release time for Federation responsibilities shall be accommodated regarding the scheduling of their teaching responsibilities.

ARTICLE 14 ~ SICK LEAVE

14.01.1

a) 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.

b) 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. It is understood that the twenty days provided under clause 14.01.1 is in addition to the maximum of two hundred and eighty (280) days and that any unused balance at the end of the year from the yearly allotment of 20 days which is above 280 days shall be lost.

14.02 - Transfer of Sick Leave Credits

14.02.1

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

14.02.2

Should a Teacher leave the employ of and later rejoin the Upper Grand District School Board Staff within a period of two years, sick leave credits shall be carried over from the first to the second period. If however, the teacher retires and later rejoins the Upper Grand District School Board staff, sick leave credits shall not be carried forward. If a teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the 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. It is understood that the maximum number of consecutive days during which a teacher shall be entitled to use sick leave credits shall be equal to the LTD waiting period provided the teacher is approved for LTD.

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. For other absences, where the Board may have reasonable grounds to question the appropriateness of the use of sick days, the Superintendent of Human Resources may require a medical certificate to be completed on a form provided by the Board. The Board will pay the actual cost of the medical certificate. 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 Board's choice. The Board shall endeavour to ensure that the teacher's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the teacher. The Board shall pay the cost of the third party billing incurred when a teacher consults a doctor at the Board's request.

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.

14.03.4

Teachers are required to report their absence or expected absence in accordance with the Board's reporting requirements.

14.03.5

Sick leave credits will be used for an employee's dental or medical appointments when such appointments are unable to be scheduled outside of the teacher's working day.

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 B 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 B.

15.03.1

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved full-time leave of absence for a period of not more than two (2) school years shall be eligible for the gratuity based on the salary immediately prior to the commencement of the leave. For the purposes of this article, annual salary shall be defined as the teacher's actual earnings during that year.

15.03.2

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved part-time leave of absence of less than two years shall be eligible for the gratuity based on the salary the teacher was receiving immediately prior to the commencement of the leave.

15.03.3

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved part-time leave of absence of more than two years shall be eligible for the gratuity based on the salary the teacher was receiving immediately prior to the date of retirement.

15.04 - Registered Retirement Savings Plan

A teacher shall be eligible for only one retirement gratuity or RSP per lifetime from the Upper Grand District School Board or its predecessor Boards.

15.04.1

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 TBU an amount of money, determined by the TBU in an account with Educators Financial Group Inc (formerly OTG Financial Inc.). The TBU must notify the Board no later than November 15 of the specific amount deposited for each teacher.

15.04.2.1

The Board will pay the Teachers' Bargaining Unit a one-time payment of \$80,000 for the Bargaining Unit's RRSP within one month following ratification of the collective agreement in

recognition of the reduced implementation of the staffing enhancement funds.

15.04.2.2

a) Effective October 31, 2009 and annually thereafter, the Board agrees to transfer to the TPA Bargaining Unit \$160 per FTE teacher to be taken from the classroom teacher expenditure line in the funding formula.

b) For the purpose of this clause, the FTE teacher number shall be the FTE teacher number included on the Board’s Qualification and Experience Scattergram submitted to the Ministry as part of the financial estimates in each school year.

15.04.2.3

The financial position of the OSSTF RRSP will be reviewed jointly by the Federation and the Board in November 2010 to assess the ongoing viability of the plan and review the contributions required to maintain the plan.

15.04.3

District 18 Teachers’ 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 TBU by the Board. The Boards’ sole obligation pursuant to this Article is to remit the payment annually to the District 18 TBU.

15.04.4

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

15.04.5

The Board and the TBU agree to review the amount set forth in clause 15.04.2.2(a).

15.04.6

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

16.01.1

The Board shall contribute to the Bargaining Unit an amount according to the schedule below per FTE teacher included on the Board’s Qualification and Experience Scattergram submitted to the Ministry as part of the financial estimates in each school year for extended health, dental and group life (including AD&D) insurance plans.

Payment for 2008/09 school year	\$2981
Payment for 2009/10 school year	\$3071
Payment for 2010/11 school year	\$3163
* Plus TBU share of \$33 million Benefit Enhancement	
Payment for 2011/12 school year	2010/2011 + 3%

The Board shall also contribute to the Bargaining Unit the same amount of money for each teacher on LTD as of October 31, 2002 that it does for each FTE teacher employed by the Board for extended health and dental premiums. For clarification, the October 31, 2002 number of teachers will be reduced by a corresponding amount of the previously identified teachers as they are moved off LTD.

16.02

Notwithstanding 16.01, the Board shall be responsible for administering and paying for the EAP, and the employer portion of all the following statutory benefits: Canada Pension Plan, Employment Insurance, Employer Health Tax.

16.03

The Board is not the policy holder of benefits for the teachers effective February 5, 2001.

16.04.1

The Board shall administer the benefits plan on behalf of the Bargaining Unit. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide necessary data to the insurer and Bargaining Unit. The Board will remit the premiums collected to the bargaining unit who shall remit these premiums to the carrier on behalf of their members.

16.04.2

The Bargaining Unit shall be the policy holder of the benefits, excluding statutory benefits, effective March 1, 2001. The Bargaining Unit, in consultation with the Board, shall determine the terms and conditions of the plan. The rate paid by the members shall be the group rate charged by the carrier.

16.05

One-twelfth (1/12) of the money specified in 16.01 shall be remitted to the Bargaining Unit on the first of each month.

16.06.1

All teachers on unpaid leaves of absence and long term disability, shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums.

16.06.2

All teachers on long term disability and during the LTD qualifying period retain full entitlement to all benefits provided under Article 16 and shall make arrangements for benefits directly with the Bargaining Unit.

16.06.3

Teachers who qualify for LTD, or who are absent from work while they are in the appeals process for up to a maximum of two (2) years, shall pay 100% of their extended health and dental premiums to the Bargaining Unit as if they were actively at work.

16.06.4

Teachers on unpaid leaves of absence, with the exception of those on statutory Maternity Leave or

during the LTD qualifying period, shall be eligible to be a member of the benefit plan provided the member makes the arrangements directly with the Bargaining Unit and pays the full premium cost to the Bargaining Unit.

16.06.5

Teachers on leaves of absence or on LTD will be responsible for paying directly to the carrier all administration fees, charged by the carrier, for the continuance of their benefits while on leave or LTD.

16.07

The rate paid by the members in 16.06.1 shall be the group rate charged by the carrier.

16.08

It shall be a mandatory condition of employment that all teachers teaching half-time or more participate in the benefit plans (including extended health, dental, and group life) subject to the terms and conditions of those plans. Any member teaching less than half-time shall be eligible for the benefit plans provided the member pays a prorated amount, based upon teaching time, of the premium cost subject to the approval of the carrier.

16.09 - Long Term Disability Plan

16.09.1

The Board shall administer the LTD plan on behalf of the Bargaining Unit. It is understood that administration means the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer. The Board will remit the premiums collected to the Bargaining Unit who shall remit these premiums to the carrier on behalf of their members.

16.09.2

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.

16.09.3

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.

16.09.4

Participation in the LTD plan is mandatory for all members of the Bargaining Unit, subject to the eligibility requirements provided under the plan. It is understood that teachers who are absent from work for a period exceeding the LTD waiting period are required to apply for LTD or the employee will not be eligible to use their accumulated sick leave beyond eighty working days.

16.09.5

LTD premiums are paid by members of the Bargaining Unit through payroll deductions.

16.09.6

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.

16.09.7

The Board and the Federation agree to participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.

16.09.8

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.

16.09

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

17.01.1 - Assigned Time

The length of the school year shall be the minimum number of school days as prescribed by the applicable Education Act Regulations. No teacher shall be required to be in attendance for a number of days in excess of the total number of days in the school year as set out in the Ministry approved school year calendar.

17.01.2

The maximum assigned time for a full time Teacher shall be 240 minutes per day. Assigned time shall be pro-rated for part-time Teachers. When an APA/on-call is assigned which would result in assigned time of more than 240 minutes, the total maximum assigned time may be 277.5 minutes.

17.01.3

Each full-time teacher will be assigned 6 out of 8 periods, or equivalent.

17.02.1

No Teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks. In extenuating circumstances, a Teacher, with mutual consent of the Principal and Teacher, could be assigned up to 225 minutes.

17.02.2

a) In the 2009/2010 school year, the secondary staffing committee will allocate a portion of the staffing enhancements to provide department head release periods.

b) In the 2010/2011 and 2011/2012 school years, the Secondary School Staffing Committee will allocate a portion of the additional staffing enhancements to support student success initiatives.

17.03

Workload, on-calls, supervision and mentorship duties assigned to part-time teachers shall be prorated in accordance with the ratio that the teacher's entitlement bears to that of a full-time teacher.

17.04

APA shall be assigned by the Principal or Vice-Principal. Records of APAs will be kept at each school site by the Principal, Vice-Principal or Designate and will be made available to the In-school Staffing Committee upon request. The Principal shall endeavor to assign no more than two (2) on-calls per week.

17.05

All Additional Professional Assignments shall be equitably time-tabled within the instructional day. Any APAs outside the instructional day must be with the consent of the Teacher, and the Principal.

17.06

Supervision duties may be blocked in units with the mutual consent of individual teachers and the principal.

17.06.2

Each full time Teacher may also be assigned Additional Professional Assignments (APAs) comprised of either supervisions, student mentoring and/or teacher mentoring. Such Additional Professional Assignments shall not exceed the following schedule:

School Year 2008-09

64 half periods (max) APAs including on-calls
25 half periods (max) on-calls

School Year 2009-10

60 half periods (max) APAs including on-calls
24 half periods (max) on-calls

School Year 2010-11

56 half periods (max) APAs including on-calls
24 half periods (max) on-calls

School Year 2011-2012

52 half periods (max) APAs including on-calls
24 half periods (max) on-calls

*Note: A half period consists of a maximum of 37.5 minutes

17.06.3

APAs shall be assigned by the Principal or Vice Principal only. Records of all APAs will be kept at each school site by the Principal or Vice-Principal and will be made available to the In-School

Staffing Committee upon request. The Principal shall endeavour to assign no more than two (2) on-calls per week.

17.06.4

Any APAs assigned outside the normal instructional day, for the safe supervision of students, must be with the consent of the Principal/Vice-Principal and the Teacher.

17.06.5

Department Heads with time release will have an equitable share of on-calls.

17.07.1

The Board and the Teachers' Bargaining Unit agree that caps for class sizes are useful in creating a positive learning environment. Toward that end the Board will ensure the following class size maximums:

	2008/2009	2009/2010	2010/2011	2011/2012
Academic (D)	31	31	31	31
University (U)	31	31	31	31
University/College (M)	31	31	31	31
Applied (P)	23	23	23	23
Workplace (E)	22	22	22	21
College (C)	28	28	28	28
Open (O)	27	27	27	27
Locally Developed (L)	16	16	16	15
Tech. Studies (hard shops)	22	22	22	21
Co-op	26	26	26	26
At-Risk Co-op		20	20	20
Special Education	10	10	10	10
At-Risk/Credit Recovery		20	20	20

The flex factor of 3 will stay in effect on each class for 2008/2009.

A flex factor of 3 will be in effect on each class for 2009/2010.

A flex factor of 1 will be in effect on each class for 2010/2011.

There will be no flex on classes for 2011/2012.

17.07.2

Class caps must be met by October 15th for the first semester and March 1st for second semester.

17.07.3

The maximum number of students in a class that contains more than one course shall be the average of the maxima of the courses.

17.08

In order to balance workloads, a teacher's overall pupil contacts shall be monitored by the In-School Staffing Committee with recommendations to be forwarded to the Principal.

17.09

Each full time Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes and free from assigned duties.

17.10

When possible, a Principal and part-time Teacher may choose to schedule the Teacher's lunch at the end of assigned duties/preparation time for the instructional day.

17.11

For each school year the minimum number of sections assigned to the areas outlined below shall be:

Library/Guidance

16.41 sections per 1000 ADE students

Special Education Resources

13.33 sections per 1000 ADE students

17.12

The Principal and the In-School Staffing Committee will endeavour to ensure that individual Teachers are not assigned multi-level or multi-grade courses in one classroom simultaneously that result in more than four (4) different lesson preparations in one semester. Individual Teacher timetables that exceed this criteria will only do so with the mutual consent of the Principal and the individual Teacher.

17.13 - Credit Recovery Teachers

17.13.1

Where the subject Teacher is recommending a student for Credit Recovery, the subject teacher shall only be required to provide the following information:

- a) the student's final grade for the course
- b) a breakdown of all marks for the course using the Teacher's normal mark recording format
- c) reasons for Credit Recovery recommendation

17.13.2

For a student accepted into the Credit Recovery Program, the subject Teacher shall only be required to identify and provide:

- a) units, concepts, and/or expectations not successfully achieved;
- b) relevant learning skills' information.
- c) copies of incomplete assignments and grading criteria

17.14

A student, while absent from school receiving home instruction, must remain on the class lists of the courses being taken at the time of the absence.

17.15 - **Dual Credits**

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

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:

- a) Bargaining Unit President or designee,
- b) Bargaining Unit Chief Negotiator or designee,
- c) Superintendent of Human Resources or designee,
- d) All secondary principals.

18.01.3

A sub-committee consisting of:

- a) Bargaining Unit President or designee,
- b) Bargaining Unit Chief Negotiator or designee,
- c) Superintendent of Human Resources or designee,
- d) One secondary principal

shall with input from the Principals:

- a) by March 31, recommend to the Board's Senior Administration the Secondary average daily enrolment (ADE) for the following school year
- b) make recommendations as to the system-wide staff complement.

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.

18.01.7

The Superintendent of Human Resources shall provide lists of teachers requesting voluntary transfers and increases to contract time to the Secondary Staffing Committee only after school staffing needs are formally declared by all schools.

18.02 - In-School Staffing Committee

18.02.1

The Committee will provide input to the principal with respect to the allocation of the school's instructional time to each classroom teacher. The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.

18.02.2

Each school will have an In-School Staffing Committee comprised of:

- 1) Principal and Vice Principal(s)
- 2) One member from each organizational unit
- 3) OSSTF Branch President(s) and CBC Representative. Designates will be selected to act in place of a Branch President or CBC Representative should they already be included in 18.02.2 (2).

18.02.3

The Committee will formally review the staffing and workload issues of Teachers each semester.

18.02.4

The Committee shall have access to certificates of qualification and all numerical data on staffing from both Principals and administration.

18.02.5

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.

18.02.6

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.

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 following consultation with the Bargaining Unit President. 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 who has requested a transfer at any time by mutual consent of the Board, the teacher and the President of the Bargaining Unit.

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.

19.02.1

The Board and Federation encourage the short term inter panel placement of teachers within a school year. Mutual agreement between the teacher, Principals, Superintendent of Education and the Bargaining Unit Presidents concerned is required. The teacher's salary and benefits will be maintained during the inter panel placement as they were prior to the placement.

19.02.2

During the term of a teacher's inter panel placement, the teacher will remain a member of their original bargaining unit for the purposes of federation representation but will be expected to accept all negotiated working conditions, with the exception of salary and benefits, of the panel into which they are temporarily placed.

19.02.3

Upon completion of the inter panel placement teachers will be returned to their original school and to a position for which they are qualified, subject to Articles 19 and 20.

19.03 - Part-time Teachers

19.03

A part-time teacher shall have priority as a candidate for a position of increased time whenever

such a position becomes available for which the part-time teacher is qualified. Application for increased time 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.

19.04.3

A teacher who has applied for a transfer for three (3) consecutive years which has not been granted shall be offered a transfer in the following year subject to a position being available for which they are qualified and provided the teacher is not under review and the most recent performance appraisal was rated as satisfactory.

19.04.4

A teacher must have been employed by the Board for at least two (2) years prior to requesting a transfer. This provision may be waived at the Board's exclusive discretion.

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

a) 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.

b) 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:

a) 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;

b) 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;

c) 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;

d) 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 may be reassigned to a position as a teacher within two (2) years of leaving the TBU of District 18 provided such reassignment does not create a redundancy in the Secondary panel. Upon return to the TBU, seniority shall be the length of his or her service prior to being hired as a Principal or Vice Principal. It is understood that 20.02.7 does not apply to Principals or Vice-Principals hired externally.

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.

20.03.7.1

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.

20.03.7.2

A teacher who is transferred or has been notified of their transfer as a result of being surplus to their present school will be offered the first available position, for which they are qualified, within their "home school" provided this position becomes available prior to June 30 in the year in which the teacher has been declared surplus.

20.03.7.3

a) Should a teacher not be returned to their "home school" as per clause 20.03.7.1 that teacher would be returned to the "home school" prior to the time-tabling of the "home

school" during the following spring staffing process if requested by the teacher prior to March 15th on the transfer form.

20.03.7.4

It is the teacher's responsibility to ensure that the teacher is accessible to the Human Resources Department by indicating a phone number where the teacher can be reached or a message can be left for times when the teacher is not at work. If the teacher is unavailable to be contacted within twenty-four (24) hours when the Board attempts to contact the teacher to make an offer, the Board's obligation to the teacher shall have been met.

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 allowed to retain on staff those members who hold a position of added responsibility as outlined in Article 22 provided the total number of teachers (body count) designated protected in each school shall not exceed the number of Positions of Added Responsibility outlined in 22.09. 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. 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.)).

a)

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)

b)

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.

c) 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:

a) No teacher shall be declared surplus to the system; OR

b) A maximum of -** 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 20.05.3, 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 20.05.4 at the same time that such a letter is delivered to the teacher.

20.05.6

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 20.05.3. In this way the number of teachers necessary to the system will remain constant 20.05.1 (b).

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 Bargaining Unit 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.

20.06.7 - 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 1 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 1

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

a) 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 griever and the representative of the griever (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 griever and Bargaining Unit. If the griever 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 - Grievance Filed by Bargaining Unit or by the Board

b) 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 griever 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

If the parties mutually agree to use an arbitration board rather than a single arbitrator, 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 steps of the grievance procedure may be omitted, or the time lines extended, by written mutual consent of the parties, in respect of the processing of a particular grievance. Time lines as outlined at each step of the grievance procedure shall exclude holidays.

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

The current PAR structure and positions shall be extended to June 30, 2010.

22.02

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 and Minor Heads shall be adjusted by the changes outlined in Article 5 of this Agreement. No individual teacher may receive an allowance that exceeds the amount for a Major Head.

PAR:

September 1, 2008

Major Head \$3,851.78

Minor Head \$2,373.75

September 1, 2009

Major Head \$3,967.33

Minor Head \$2,444.96

September 1, 2010
Major Head \$4,086.35
Minor Head \$2,518.31

September 1, 2011
Major Head \$4,208.94
Minor Head \$2,593.86

22.04

The expectations of teachers in Charge of Organizational Units shall be those referred to in the Board's Performance Appraisal Policy. A copy of the section of the Policy pertaining to Positions of Added Responsibility shall be given to each teacher in charge of an Organizational Unit.

22.05

There shall be a minimum of three (3) Heads in each school until June 30, 2010 following which the District Staffing Committee will review the current allocations and recommend redistributions as required.

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 Major 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. This structure will remain in place until June 30, 2010 following which the District Staffing Committee will review the current allocations and recommend redistributions as required.

22.08

The positions shall have a three (3) year term. The first three year term shall be effective September 1, 2007 and end June 30, 2010. The second three year term shall be effective September 1, 2010 and end June 30, 2013. Vacancies that occur during the term shall be filled only until the end of the original terms as an acting position.

22.09

Distribution of Positions effective September 1, 2008

School	Number of Heads	Number of Minor Heads
Centennial C.V.I.	11	3
Centre Dufferin D.H.S.	7	2
Centre Wellington D.H.S.	10	3

College Heights S.S.	4	1
Erin D.H.S.	4	1
Guelph C.V.I.	10	3
John F. Ross C.V.I.	12	3
Norwell D.H.S.	6	3
Orangeville D.S.S.	9	3
Westside S.S.	7	2
Wellington Heights S.S.	4	2

22.10

A school will have the option of utilizing the available allowances in a way which differs from the 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 those outlined in 22.03.
- 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 alternate structure will have a term consistent with article 22.08.

22.11

A teacher appointed to the position of Consultant or Curriculum Leader shall have a three (3) year term. The following grid shall apply:

	Year 0	Year 1	Year 2
Sept. 1, 2008	\$6,040.95	\$6,870.10	\$6,949.41
Sept. 1, 2009	\$6,222.18	\$7,076.20	\$7,919.62
Sept. 1, 2010	\$6,408.85	\$7,288.49	\$8,157.21
Sept. 1, 2011	\$6,601.16	\$7,507.14	\$8,401.93

At the end of the three (3) year term, if the incumbent member is not renewed or resigns from the position earlier, the member shall be placed in a similar position, in the same school subject to Articles 19 and 20.

ARTICLE 23 ~ TERMINATION OF EMPLOYMENT

23.01.1

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. It is understood that notice is not required in the event of termination of employment for just cause.

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.

23.03.3

If a night school or summer school teacher has not begun teaching duties, the teacher or Board may terminate the teacher's employment with written notice of forty-eight (48) hours.

ARTICLE 24 ~ REPLACEMENT OF ADMINISTRATIVE POSITIONS

24.01

The Parties agree that a teacher who is a member of the TBU may substitute for an absent Principal or Vice-Principal on an occasional basis. The Teacher-in-Charge shall be paid additional \$20.00 per day for each full day for a period not to exceed one semester. It is understood that the Teacher-In-Charge is not responsible for evaluating or disciplining other employees. The Board will ensure that an administrator is available to assist in the resolution of any emergency situation that arises.

24.02

The parties agree that a teacher who is a member of the TBU 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 line 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 TBU member shall be entitled to return to the member's former position in the TBU, 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 TBU.

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:

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

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 ten (10) teaching days, a duplicate copy of the post-observation 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.

26.02.5

Upon receipt of a written request by a Member the Board shall delete and destroy any documentation in the Member's Personnel File regarding an issue of discipline or derogatory notation after a period of two (2) years have elapsed since the issue was first noted. Such a request would only be granted if the teacher had improved in areas identified in the documentation. It is understood that this clause does not apply to teacher performance appraisal documents.

ARTICLE 27 ~ ATTENDANCE DURING EXAMINATION PERIODS

27.01

During formal examination periods, teachers who are marking or completing assessment activities 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 #509 - Health Support Services, the Board shall indemnify and save harmless said teacher from any and all liability.

ARTICLE 29 ~ RECRUITMENT OF TEACHING PERSONNEL

29.01.1

When a contract teaching position, or an increase in contract time, becomes available, the Board shall post the position electronically both internally and externally at all secondary schools and section 23 schools for no less than three (3) business days. Statutory holidays and Board holidays, as defined in the school year calendar, shall be excluded from the three (3) business day time frame.

29.01.2

When a contract teaching position is advertised, all subject-qualified contract teacher(s) currently employed by the Board will be offered an interview up to a maximum of two (2) candidates provided the teacher indicates on their application that they are presently a contract teacher with the Board.

29.02

Members of the Teachers' Bargaining Unit shall not participate in an interview or hiring process if any candidate for the position is a member of the TBU. The only exceptions that may occur are when a TBU member holds a Position of Added Responsibility (PAR) and the vacant position is directly related to those duties or area of study or the vacant position is another PAR. TBU members participating in the interview or hiring process act as advisor(s) only and will not make hiring decisions.

29.03

A Principal who receives applications, as a result of a job posting or an increase in teaching time or a vacant position, shall review applications from teachers currently employed by the Board first.

29.04

Internal qualified applicants shall be considered for a vacancy before an external applicant is interviewed. Consideration is not a guarantee of an interview. Unsuccessful internal applicants may contact the Principal of the school to receive a debriefing. When an external candidate is hired over an internal candidate the Principal will contact the Bargaining Unit President.

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.

30.03

A teacher who is required to attend a disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the principal.

ARTICLE 31 ~ SCHOOL YEAR

31.01

The maximum number of instructional and professional activity days in the school year will not exceed 194 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.

ARTICLE 33 ~ PROFESSIONAL DEVELOPMENT

33.01

The Board shall pay a professional development allowance to the Federation in the amount of \$15,000 per year by September 30, to be remitted to the Federation to be spent on professional development for its members. The Federation shall submit a written record and a general accounting of funds to the Board annually, on or before June 30.

33.02

All school-wide PLC and/or similar PD activities scheduled by the administration for all teachers will take place within the instructional day. Staff meetings are exempt from this clause.

ARTICLE 34 ~ SCHOOL CLOSURE

See Letter of Agreement.

ARTICLE 35 ~ HEALTH AND SAFETY

35.01

The Board agrees to provide safe and healthy conditions of work for its teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.

35.02

The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.

35.03

One representative appointed by the Teachers' Bargaining Unit Executive shall serve on the

Board's Joint Health and Safety Committee.

35.04

All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.

35.05

It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous. Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.

35.06

The wearing of protective footwear at work is a mandatory working condition for teachers working in the following subject areas while in the shops/labs:

Construction Technology;

Manufacturing Technology;

Transportation Technology;

Integrated Technology;

Co-operative Education when the teacher enters a work site in which protective footwear is required of that work site's employees.

Notwithstanding the above, if a TBU member is providing on-call coverage in one of the aforementioned technology areas, C.S.A. approved protective footwear shall not be required.

The Board will reimburse each employee who is required to wear safety footwear under this clause up to a maximum of one hundred and twenty dollars (\$140.00) per school year for C.S.A. approved protective footwear, upon receipt of proof of purchase.

35.07

Employees who fail to wear or fail to use the safety equipment provided/funded by the Board, which is required for their job, may be subject to disciplinary action.

ARTICLE 36 ~ CRIMINAL RECORDS CHECKS

36.01

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records shall be strictly limited to those staff who must have access to the information in order to search, collect and use the information.

36.02

The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

ARTICLE 37 ~ TEACHER PERFORMANCE APPRAISAL * Renumbered*****

37.01

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

37.02

The Board will notify the Bargaining Unit President when a teacher receives an unsatisfactory rating in accordance with the Board's procedures.

37.03

A teacher shall be given at least forty-eight (48) hours notice before a formal classroom observation.

37.04.1

The Bargaining Unit has the right to file a grievance with respect to the performance appraisal report of a Teacher, which may lead to termination, up to August 31st in the year in which the appraisal was done.

37.04.2

No grievance with respect to performance appraisal shall be filed under Article 21 of the Collective Agreement until a Teacher has received two (2) consecutive unsatisfactory appraisals.

37.05

The Board shall endeavour to complete all classroom observations on or before June 1st in the year of the TPA with the exception of a teacher whose previous evaluation resulted in a rating of development needed or an unsatisfactory rating. Upon receipt of the summative report, the teacher must sign to acknowledge receipt. If the teacher wishes to complete the teacher's written comments section of the summative report, the Teacher shall be given ten (10) school days from the date of receipt of the report to do this.

37.06

A Teacher shall have the right to OSSTF representation at any meeting which is part of or results from the performance appraisal procedure. It is the responsibility of the Teacher to invite the representative from OSSTF and to inform the principal in advance if there will be an OSSTF representative in attendance at the meeting.

37.07

Results from any formal parent/student survey will not be considered in the teacher's performance appraisal rating.

37.08

Classroom observations completed as part of the performance appraisal process shall include, if possible, observation of those subjects included on the teacher's certificate of qualifications.

37.09

The summative report will not include negative comments about a teacher's involvement in school supported extra curricular activities.

37.10

The Performance Appraisal shall not include consideration of a Teacher's level of involvement in extra-curricular programs or other voluntary activities.

37.11

The Teacher must be provided with a copy of the summative report from within the time-lines specified by the Ministry of Education as amended from time to time. (For 2008, a copy of the summative report form signed by the principal must be provided to the teacher within 20 school days after the classroom observation.)

ARTICLE 38 ~ COMPASSIONATE CARE LEAVE

38.01

"Compassionate Care Leave" means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

38.02.1

A compassionate Care Leave may be taken for up to eight (8) weeks.

38.02.2

All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

38.02.3

An extension to a Compassionate Care Leave shall be granted upon the employee's request provided all requirements outlined in the Employment Standards Act have been met.

38.03

A member on Compassionate Care Leave shall continue to be entitled to employee benefits and

accumulation of credit for sick leave, seniority and experience.

38.04

A member returning from Compassionate Care Leave within the same school year shall be reinstated to the same position held in the same work site prior to the leave if such position exists.

38.05

Notwithstanding the above, the member is subject to Article(s) 19 and 20.

38.06

The member will provide to the Board a medical certificate indicating that a member of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

38.07

For the purposes of this Article, “family” is as defined in the Employment Standards Act as amended from time to time.

ARTICLE 39 ~ ATTENDANCE SUPPORT ***

39.01

The Board will develop an Attendance Support policy, in consultation with the Federation.

39.02

The Board will consult with the Bargaining Unit regarding changes to its policy on Attendance Support.

39.03

In the event that the Board wishes to meet with a member for the purposes of discussing the member’s attendance as part of the formal Attendance Support Program, the Board shall provide the member with not less than one day’s advance notice of the meeting.

39.04

The Board shall ensure that all medical records provided to the Board’s Disability Manager are stored in a confidential manner in a secure location.

39.05

The Board shall inform the Federation of the threshold of absences and/or criteria that would obligate a member to participate in the Attendance Support Program.

39.06

Only medically qualified persons shall offer medical advice to a teacher. It is understood that this

shall not preclude the ability of the Principal/Vice-Principal to offer advice to an individual teacher or to suggest that a teacher see a doctor or counselor.

39.07

The Board will notify the Federation before implementing changes to the Attendance Support Policy.

ARTICLE 40 ~ DUTY TO ACCOMMODATE ***

40.01

The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation.

40.02

Where a teacher is identified, based on medical documentation acceptable to the Board, as requiring an accommodation the Board shall consult with the Bargaining Unit in determining an appropriate accommodation for the teacher. The Board will provide the required medical forms to be completed.

40.03

The Board and the Federation recognize that Teachers who require accommodation have obligations to cooperate in the process, including the clear communication of any medically documented limitations requiring accommodation and the providing of medical information required by the Board.

40.04

All formal accommodations of more than twenty teaching days shall be outlined in writing regardless of whether the accommodation is temporary or permanent. The written documentation of the accommodation shall be provided to the teacher and principal and, with the permission of the teacher, shall be provided to the Federation.

ARTICLE 41 ~ PREVENTION OF HARASSMENT

41.01

The parties recognize the right of all employees to be treated with courtesy, respect and dignity. The parties agree to work together in an effort to effectively address harassment.

41.02

The Board will implement and maintain an Anti-Harassment policy. This policy will be reviewed annually with the Bargaining Unit at a Labour Management meeting.

41.03

Every attempt should be made initially to resolve a complaint of harassment informally through

dialogue with the persons subject to the complaint.

41.04

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

LETTERS OF AGREEMENT

LETTER OF AGREEMENT RE: SCHOOL CLOSURE

The parties agree to establish a joint Board/Bargaining Unit sub-committee comprised of a maximum of three members from each party to determine an orderly process to be followed to reassign members of the bargaining unit in the event of a school closure. The first meeting of this committee will be held no later than three months following the ratification of the collective agreement.

LETTER OF AGREEMENT RE: PANDEMIC

In the event of a pandemic, declared by the Ministry of Health, which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss the potential impact on the operations of the Board/Schools.

LETTER OF AGREEMENT RE: E-LEARNING

1. Secondary school credits may be delivered by means of an “electronic classroom.”
2. Credit courses offered by e-learning shall be conducted according to the requirements of the Education Act.
3. Unless otherwise agreed to by the Board, the Teachers’ Bargaining Unit and the individual Teacher assigned to the class, all electronically delivered courses shall be scheduled during the regular instructional day.
4. A Teacher teaching electronically delivered curriculum shall be assigned a functional work location at their regular day school site.
5. A teacher assigned to teach electronically delivered credit courses shall be subject to the same class size cap as teachers teaching the same course delivered in-school as per Article 17 of the collective agreement.
6. Upon written request, the Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of the credit courses offered by electronically delivered curriculum.

LETTER OF AGREEMENT RE: NON-TRADITIONAL TIMETABLE

1. Each full-time teacher will be assigned a teaching schedule which is equivalent, on average over a cycle not exceeding twenty (20) consecutive instructional days to that of teachers in traditional school organizations as outlined in Article 17 (Staffing and Working Conditions) of the Collective Agreement.
2. A non-traditional timetable shall not be implemented or amended in a school without prior notice to, and discussion with, the Bargaining Unit.
3. Classes in a non-traditional timetable shall be subject to the terms and conditions stipulated in Article 17 and will not increase a teacher's workload.
4. Where possible, within a non-traditional timetable, the Board will endeavour, for Teachers teaching only one period, to schedule their duties either before or after the regular lunch period.

LETTER OF AGREEMENT RE: ERIN D.H.S.

1. Existing non-traditional timetable periods at Erin D.H.S. shall be 60 minutes in length.
2. Erin DHS teachers shall be responsible for their repeated class period that occurs during the last period of the school day. Such responsibilities shall include the supervision of learning, the recording of attendance and the assessment of learning skills during the repeated class. Teachers will not be required to prepare a new lesson for the students during this period.

LETTER OF AGREEMENT RE: GROUP BENEFITS

The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional provincial annual enhancement of \$33 million effective in 2010-11, to enhance group benefits to be locally negotiated for implementation by September 1, 2010.

The OSSTF District 18 Secondary Teachers' Bargaining Unit's share of the Board's allocation, under the Ministry's \$33 million enhancement, shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded. All group benefit coverage levels, provisions, and practices in place in 2007-08 and not revised under the Ministry's \$33 million enhancement, shall remain status quo for this agreement.

The parties agree that the Bargaining Unit's share of the Board's allocation under Appendix 13 of the 2008:B10 Memo in 2010-11 is approximately \$148,220 which shall be verified by the parties

upon agreements being reached with all other groups of the Board on the understanding that the total allocation for all groups shall not exceed the Board's total allocation under Appendix 13 of the 2008:B10 Memo.

The parties agree to meet following verification of the enhancement money available to the bargaining unit to calculate the adjustment to the per FTE benefit payment in clause 16.01.1 for the 2010-11 school year as a result of the benefit enhancement provided under the preceding paragraph.

Appendix A

HUMAN RESOURCES
PROCEDURES MANUAL

ABSENCES AND LEAVES

411-A

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 BENEFITS

1. 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.
- d) Quarantine or other order of health authorities - according to the provisions of the Education Act and other relevant legislation.

5. Post-Secondary Graduation Exercises

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

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

providing that the ceremony occurs during normal working hours.

6. Examinations

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

- a) Examination centre is within 30 km. of work place - ½ 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.
- d) Occasional teachers are not to be used when teachers are absent due to inclement weather.
- e) If an employee is absent due to inclement weather, the employee must complete The Request Under Absence and Leave Policy 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.

Appendix B

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 (½) 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	32
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 below:

Less than fourteen (14) years of experience in Wellington County

$$\frac{\text{(Annual Salary)}}{\text{\# of days in school yr}} \times \frac{\text{(\# of years of experience)}}{14} \times \frac{\text{ASL}^*}{2}$$

Fourteen (14) or more years of experience in Wellington County

$$\frac{\text{Annual Salary}}{\text{\# of days in school year}} \times \frac{\text{ASL}^*}{2}$$

*to a maximum of eighty (80) days

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.
- 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 time line, 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.

22.10 **Method of Calculation of Retirement Gratuity:**

The maximum gratuity paid to any teacher shall not exceed the amount of one-half (½) 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:

1. Total Teaching Experience

<u>Column A</u> <u>Total Teaching Experience</u>	<u>Column B</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%

2. Employment by The Dufferin County Board of Education

<u>Column C</u>	<u>Column D</u>
<u>No. of Years in Dufferin County</u>	<u>% of Column B to Be Paid</u>
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)	<u>Teaching</u>	<u>Dufferin</u>	<u>Sick Leave</u>
<u>Salary</u>	<u>Experience</u>	<u>Experience</u>	<u>Account</u>
\$20,000	25 years	10 years	200 days

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

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

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

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

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