

September 1, 2022 – August 31, 2026

Collective Agreement

**Upper Grand
District School Board**

Upper Grand Teacher Local



COLLECTIVE AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION

OF ONTARIO

UPPER GRAND LOCAL

FOR THE PERIOD

SEPTEMBER 1, 2022 TO AUGUST 31, 2026

TABLE OF CONTENTS

ETFO TEACHERS PART A: CENTRAL TERMS	8
C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	8
C1.1 Separate Central and Local Terms	8
C1.2 Implementation.....	8
C1.3 Parties.....	8
C1.4 Single Collective Agreement	8
C2.00 DEFINITIONS.....	8
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	9
C3.1 Single Collective Agreement	9
C3.2 Term of Agreement	9
C3.3 Where Term Less Than Agreement Term	9
C3.4 Term of Letters of Understanding.....	9
C3.5 Amendment of Terms	9
C3.6 Notice to Bargain.....	9
C4.00 CENTRAL GRIEVANCE PROCESS.....	10
C4.1 Definitions	10
C4.2 Central Dispute Resolution Committee	10
C4.3 The grievance shall specify:.....	11
C4.4 Referral to the Committee	11
C4.5 Mediation	12
C4.6 Arbitration	12
C5.00 BENEFITS	12
C5.1 ELHT Benefits	13
C5.2 Eligibility and Coverage	13
C5.3 Funding.....	13
C5.4 Full-Time Equivalent (FTE) and Employer Contributions	14
C5.5 Benefits Committee	15
C5.6 Privacy	15
C5.7 Benefits not provided by the ETFO ELHT	15
C5.8 Payment in Lieu of Benefits	16
C5.9 Long Term Disability (Employee-Paid Plans)	16
C6.00 SICK LEAVE	16
C6.1 Sick Leave/Short Term Leave and Disability Plan.....	16
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	20
C8.00 MINISTRY/SCHOOL BOARD INITIATIVES	20
C9.00 DIAGNOSTIC ASSESSMENT.....	20
C10.00 STATUTORY LEAVES OF ABSENCE/SEB.....	21
C10.1 Family Medical Leave or Critical Illness Leave	21
C10.2 Pregnancy Leave.....	22
C11.00 CLASS SIZE/STAFFING LEVELS	23
APPENDIX A – RETIREMENT GRATUITIES.....	24
A. Sick Leave Credit-Based Retirement Gratuities	24
B. Other Retirement Gratuities.....	24

LETTER OF AGREEMENT #1 RE: Sick Leave.....	25
LETTER OF AGREEMENT #2 RE: Task Force on the Utilization of Sick Leave.....	26
LETTER OF AGREEMENT #3 RE: Violence Prevention Health and Safety Training	27
LETTER OF AGREEMENT #4 RE: Professional Activity (PA) Days	28
LETTER OF AGREEMENT #5 RE: Occasional Teacher Ability to Lock the Classroom Door.....	29
LETTER OF AGREEMENT #6 RE: Employment Insurance (EI) Rebate.....	30
LETTER OF AGREEMENT #7 RE: Status Quo Central Items.....	31
LETTER OF AGREEMENT #8 RE: Individual Education Plans.....	32
LETTER OF AGREEMENT #9 RE: Support for Students Committee	33
LETTER OF AGREEMENT #10 RE: Provincial Working Group – Health and Safety	34
LETTER OF AGREEMENT #11 RE: Violent Incident Debriefing Training.....	35
LETTER OF AGREEMENT #12 RE: Violence Prevention in School Boards.....	36
LETTER OF AGREEMENT #13 RE: Integration of Students.....	37
LETTER OF AGREEMENT #14 RE: Hybrid Instruction	38
LETTER OF AGREEMENT #15 RE: Hiring Practices.....	39
LETTER OF AGREEMENT #16 RE: Safe Teaching and Learning Environments.....	40
ETFO TEACHERS – PART B: LOCAL TERMS	41
L – ARTICLE 1 - PURPOSE	41
L – ARTICLE 2 - SCOPE AND RECOGNITION.....	41
L – ARTICLE 3 - UNION DUES AND ASSESSMENTS	41
L – ARTICLE 4 - RIGHTS AND RESPONSIBILITIES	42
Reasonable Exercise of Rights	42
Statutory Responsibilities	42
No Discrimination	42
Evaluations.....	43
Performance Appraisal	43
Just Cause	44
Terminations.....	44
Labour Management Co-operative Committee	45
Discipline.....	45
L – ARTICLE 5 - NEW POSITIONS AND VACANCIES	45
Definitions.....	45
Job Postings	45
Filling Vacancies Within the School Year	45
Job Postings.....	46
External Advertisement.....	46
Filling Vacancies for the Subsequent School Year	46
Definition of Vacant Position of Added Responsibility, Centrally Assigned Position or Special Assignment	47
System Posting	47
External Advertisement.....	47
Allowances for a New Position	47
Debriefing	48
L – ARTICLE 6 – TRANSFER AND CONSOLIDATION OF TIME	48
Transfer to Distant Location	48
Allowance for Transfers	48

Allowance for Change of Assignment	48
Moving Allowance	48
Teacher Requested Transfers	49
Board Requested Transfers	50
Transfers Other than for September 1	50
Surplus Situations	50
Exchange of Teachers	50
Consolidation of Time	51
L – ARTICLE 7 - PROBATIONARY PERIOD	51
L – ARTICLE 8 - ACCESS TO INFORMATION	51
Personnel Files	51
Documents Respecting Performance or Conduct	52
Signature Not Approval	52
Adverse Material to Be Removed	53
Access to Board Minutes	53
Data for Negotiations	53
Access to Member Information	53
Accuracy May Be Disputed	54
L – ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT	54
L – ARTICLE 10 - SALARY AND ALLOWANCES	54
Credits and Contributions	54
Method of Payment	54
Grid Placement	55
Salary Grids	56
*Allowances for Post Graduate Degrees	59
Credit for Previous Teaching Experience	60
Related Experience	61
Grid Placement for Previous Experience	62
Category Classification	62
Category Changes	62
Allowance for Additional Responsibility	63
<i>Consultant's Responsibility Allowance</i>	63
<i>Co-ordinator's Responsibility Allowance</i>	64
Payroll Deductions	64
EI Rebate	65
L – ARTICLE 11 - EXPENSES	65
Expense Allowances	65
Reimbursement for Teachers for Expenses Incurred While on Board Business	65
Travel Expenses	65
L – ARTICLE 12 - WORKING CONDITIONS	66
School Year	66
Supervision	66
Instructional Time	67
Allocation of Instructional Assignments	67
Instructional Day	68
Preparation Time	68
Lunch Break	69

Time for Traveling	69
Travel between Two Schools	69
Teacher Absence	69
Teacher in Charge	70
Regular Staff Meetings	70
Extra-curricular	71
School Improvement Planning Process	71
Peer Coaching and Mentoring	71
Computer Access	71
L – ARTICLE 13 - STAFFING	71
Class Size	71
STAFFING COMMITTEES	72
District Staffing Committee	72
<i>Composition</i>	72
<i>Duties</i>	72
Staffing Procedures	72
Staffing Procedures for Centrally Assigned Positions	73
In-School Staffing Committees	73
<i>Composition</i>	73
<i>Duties</i>	74
Determination of Assignments	74
Determination of Staff	74
L – ARTICLE 14 - MEDICAL PROCEDURES	75
Invasive Procedures	75
Medical Procedures	75
L – ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY	76
Joint Health and Safety Committee Members	76
Health and Safety Worker Members	76
Violent Incidents	77
L – ARTICLE 16 –TEMPORARY PRINCIPALS AND VICE-PRINCIPALS	77
Short-term Temporary Principals and Vice-Principals	77
Long-term Temporary Principals and Vice-Principals	78
L – ARTICLE 17 - HARASSMENT	78
L – ARTICLE 18 - BENEFIT PLANS	79
Employee Family Assistance Plan	79
Long Term Disability	79
L – ARTICLE 19 - SICK LEAVE	79
L – ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY	80
Leave for Public Office	81
Return from a Leave	81
L – ARTICLE 21 – SHORT-TERM PAID LEAVES OF ABSENCE	81
Emergency Leave	82
Compassionate Care Leave	82
Moving Day	83
Personal Days	83
L – ARTICLE 22 – PREGNANCY/PARENTAL LEAVE	84
Statutory Pregnancy Leave	84

Statutory Parental Leave	84
Extended Parental Leave	85
Extended Parental Leave Benefits	85
Conclusion of an Extended Parental Leave	85
Supplementary Employment Benefit Plan (SEB)	86
Not Utilizing Employment Insurance	86
Hospitalization of Newborn	87
Absence Due To Birth or Adoption	87
L – ARTICLE 23 – DEFERRED SALARY LEAVE PLAN	87
Types of Leaves	88
Application	89
Financial Provision	89
Additional Conditions and Terms of Reference	90
L – ARTICLE 24 – UNION RELEASE TIME/LEAVE	91
L – ARTICLE 25 – RETIREMENT GRATUITY	93
L – ARTICLE 26 – SENIORITY	93
Seniority for Retired Teachers	94
Seniority List	94
L – ARTICLE 27 – LAY-OFF, RECALL AND SURPLUS TO SCHOOL	95
Notice of Possible Lay-Off	95
Lay-Off	95
Individual Notice	96
Recall	96
Leave for Upgrading or Retraining	97
Occasional Teacher Assignments	97
Teacher Surplus to a School	97
Area Reorganization	98
Surplus of Staff Centrally Allocated	100
L – ARTICLE 28 - PART-TIME ASSIGNMENTS	100
Definition of Teacher on Part-Time Assignment	100
Increase in Teaching Time	101
Part-Time Leave	101
Scheduling of Assignments/Duties	101
L – ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE	102
Definition of Grievance	102
Grievance Procedure	102
Steps of the Grievance Procedure	103
STEP 1	103
STEP 2	103
STEP 3	104
Grievance Mediation	104
Arbitration - Single Arbitrator	104
Decision of the Arbitrator	104
Board of Arbitration	104
Powers of the Board of Arbitration	105
Decision of the Board of Arbitration	105
Expenses of the Arbitrator or Board of Arbitration	105

L – ARTICLE 30 - STRIKE OR LOCKOUT	105
Strikes and Lockouts	105
Strike by Other Board Employees	105
L – ARTICLE 31 - UNION REPRESENTATIVES	105
School Budget	106
L – ARTICLE 32 - CORRESPONDENCE	106
L – ARTICLE 33 - PROFESSIONAL DEVELOPMENT	107
Professional Development Allowance	107
L – ARTICLE 34 - DURATION AND RENEWAL	107
Remains in Effect until Notice Given	107
SIGNATURES.....	109
L – APPENDIX A: JUNE 12, 2013 MEMORANDUM OF UNDERSTANDING – LONG TERM DISABILITY.....	110
L – APPENDIX B: UGDSB WORKPLACE EARLY INTERVENTION PROGRAM (WEIP).....	113
L – LETTER OF UNDERSTANDING RE: CRIMINAL RECORD CHECK.....	117
L – LETTER OF UNDERSTANDING RE: DATA FOR DISTRICT STAFFING COMMITTEE.....	118
L – LETTER OF UNDERSTANDING RE: IN THE EVENT OF A PANDEMIC	119
L – LETTER OF UNDERSTANDING RE: LAID-OFF TEACHERS FILLING LEAVES OF ABSENCES	120
L – LETTER OF UNDERSTANDING RE: IMPLEMENTATION OF THE GRADE 4-8 SIZE REDUCTIONS UNDER PDTA....	121
L – LETTER OF UNDERSTANDING RE: REPORTING INSURABLE HOURS	122
L – LETTER OF UNDERSTANDING RE: TEACHER COACHES	123
L – LETTER OF AGREEMENT RE: SUMMER VACNCIES	125
L – LETTER OF UNDERSTANDING RE: FRENCH STAFFING REVIEW	126
L – LETTER OF UNDERSTANDING RE: COMMITTEE ON AREA REORGANIZATION	127
L – LETTER OF UNDERSTANDING RE: COMMITTEE ON COMMUNICABLE DISEASES	128
RETAINED LANGUAGE.....	129
INDEX.....	135

ETFO TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the School Board and, where applicable, the bargaining agent. Any such provision shall be binding on the School Board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

- C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.
- C2.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 BENEFITS

The Parties have agreed to participate in the Elementary Teachers' Federation of

Ontario Employee Life and Health Trust established October 6, 2016 (“ETFO ELHT”). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the “Participation Date”.

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement (“ETFO represented employees”).
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of

all plan changes and administrative changes at the ELHT's expense, within 30 days after their decision to make the change.

- ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:
- i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave

allocation pro-rated.

c) **Short-Term Leave and Disability Plan (STLDP)**

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) **Eligibility and Allocation**

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the

previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) **Short-Term Leave and Disability Plan Top-up**

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) **Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment**

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a

denial of LTD.

- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.

- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher's professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.

- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of

pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #2

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups. The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
 - a. a jurisdictional scan on sick leave and short-term disability plans;
 - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #3

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #4

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

LETTER OF AGREEMENT #5

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT #6

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

LETTER OF AGREEMENT #8

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

LETTER OF AGREEMENT #9

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

LETTER OF AGREEMENT #10

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violent Incident Debriefing Training

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

LETTER OF AGREEMENT #12

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention in School Boards

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
 - a. how data regarding violent incidents is gathered and shared.
 - b. how safety plans are created and updated and who is involved.
 - c. how and when risk assessments and reassessments are conducted and who is involved.
 - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [*Workplace Violence in School Boards: A Guide to the Law*](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [*Workplace Violence in School Boards: A Guide to the Law*](#) to share with school boards by August 31, 2026.

LETTER OF AGREEMENT #13

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Integration of Students

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

LETTER OF AGREEMENT #14

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

LETTER OF AGREEMENT #16

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

ETFO TEACHERS – PART B: LOCAL TERMS

L – ARTICLE 1 - PURPOSE

L1.01

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

L – ARTICLE 2 - SCOPE AND RECOGNITION

L2.01

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

L2.02

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

L – ARTICLE 3 - UNION DUES AND ASSESSMENTS

L3.01

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

L3.02

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

L – ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

L4.01

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

Statutory Responsibilities

L4.02

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

L4.03

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

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

No Discrimination

L4.04.1

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

L4.04.2

All Teachers covered by this Collective Agreement shall be given:

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

Evaluations

L4.05

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

Performance Appraisal

L4.06.1

The Board will consult with the Bargaining Unit in the development of, and prior to making changes to, the Board's policies and procedures regarding Teacher performance appraisals. The Board shall provide the link to the TPA manual to all teachers by September 30 each year.

Performance Appraisal

L4.06.2

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

L4.06.3

A Teacher shall be consulted regarding the date and time of a formal classroom observation. A teacher shall be given at least three (3) instructional days' notice before a formal classroom observation is conducted, unless otherwise mutually agreed between the Teacher and the Principal/Designate.

L4.06.4

The Bargaining Unit has the right to file a grievance with respect to a performance appraisal which may lead to the termination of a Teacher up to twenty (20) school days following the Teacher's receipt of the summative report.

L4.06.5

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

L4.06.6

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

L4.06.7

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

Just Cause**L4.07**

No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within seven (7) calendar days from the time the Teacher is informed of any such action.

Terminations**L4.08.1**

The Board and a Teacher are required to give notice in writing on or before November 30 of either party's intent to terminate the Teacher's employment for retirement or resignation effective December 31 and on or before May 31 for retirement or resignation effective June 30 to August 31.

Notwithstanding the above, the Board reserves the right to terminate the employment of a Teacher at any time for just cause.

This provision does not apply to lay-offs in accordance with L – Article 27 - Lay-Off and Recall.

L4.08.2

Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.

L4.09

The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and the Union concerning any matter.

Labour Management Co-operative Committee

L4.10

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

Discipline

L4.11

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

L – ARTICLE 5 - NEW POSITIONS AND VACANCIES

Definitions

L5.01.1

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

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

L5.01.2

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

L5.01.3

In this article, the term "FTE" means "full-time equivalent."

Job Postings

Filling Vacancies Within the School Year

L5.02.1

- a) A teaching vacancy that occurs for the time period after the fourth Friday following Labour Day, and prior to the end of the staffing process described in Article L13.02.4(a) shall be filled as per Article L5.02.

- b) Teachers shall be eligible to apply for a teaching vacancy that occurs for the time period after the completion of the staffing process (L13.02.4(a)) and prior to the first day of school.

Job Postings

L5.02.2

When a teaching vacancy arises, the Principal shall survey all the Teachers within that worksite for possible reassignment. It is understood that this reassignment prior to posting shall not cause an increase in FTE entitlement for the Teacher. Following all reassignments, the resulting vacancy shall be posted within the system, for at least three (3) school days, prior to the closing date for receipt of applications. Concurrently a copy of the notice shall be sent to the Union.

L5.02.3

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

L5.02.4

When a Teacher accepts an assignment, filling the subsequent opening shall follow the procedure given in Article L5.02.

External Advertisement

L5.03

Should the Board be unable to fill a teaching vacancy as per Article L5.02 from among the Teachers covered by this Collective Agreement, including those who were terminated under L – Article 27 - Lay-Off and Recall and those qualified part-time Teachers who are requesting an increase in time, the teaching vacancy may then be filled by another Teacher employed by the Board or by a Teacher recruited by means of external advertisement. Where possible, the Board shall give preference to those Occasional Teachers on the Board's Elementary Occasional Teachers' List who have applied for the position, provided they are qualified.

Filling Vacancies for the Subsequent School Year

L5.04

A teaching vacancy that occurs and is effective for the time period from the first day of the school year until the fourth Friday following Labour Day, may be filled through external advertisement.

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

L5.05.1

A “vacancy” under Article L5.05 means an assignment covered by this Collective Agreement and is unoccupied because:

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

System Posting

L5.05.2

The Board shall post electronically within the system a notice of all openings which the Board desires to fill referred to in Article L5.05.1 at least five (5) school days prior to the closing date for receipt of applications for said position(s).

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

L5.05.3

All postings in L5.05.2 shall include the title of the position, a job description, effective date, term, if applicable, requisite experience, if any, qualifications, applicable allowances if known at the time of posting, due date for the application and who is to receive the application. Each posting shall indicate what bargaining unit members it is open to or if it is open to all employees and non-employees.

External Advertisement

L5.05.4

Should the Board be unable to fill the vacancy or new position defined in Article L5.05.1 from among the Teachers covered by this Collective Agreement including those who were terminated under L – Article 27 – Lay-Off and Recall and those qualified part-time Teachers who are requesting an increase in time, the Board may fill the vacancy or new position with a Teacher recruited by means of external advertisement.

Allowances for a New Position

L5.06

- (a) Should the Board create a new position which does not currently exist within this Collective Agreement and which would be covered by this Collective Agreement, the Parties shall meet, if possible, to negotiate the allowances, if any, for the new position prior to posting the position.
- (b) If no agreement is reached prior to the effective date of the appointment, the

incumbent shall be paid the allowance set by the Board until the Parties have reached agreement on the amount of the allowance, if any. This agreement shall be retroactive to the effective date of the appointment.

Debriefing

L5.07

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

L – ARTICLE 6 – TRANSFER AND CONSOLIDATION OF TIME

Transfer to Distant Location

L6.01

Except by mutual consent, no Teacher shall be transferred by the Board from one school to another school which is more than 40 kilometers from the original school. It is understood that this clause does not apply to System Responsibility Teachers returning from leaves and Teachers declared surplus to a school.

Allowance for Transfers

L6.02.1

A Teacher who is transferred during the school year shall be entitled to two school days free of teaching and supervision duties to prepare for the new assignment. It is understood that these days must be spent at the work site and/or in transit.

Allowance for Change of Assignment

L6.02.2

If a Teacher's assignment within the school changes during a school year, or if the major part of that assignment changes during the school year, due to the Board re-organizing classes within the school, the Teacher shall be entitled to one school day free of teaching and supervision duties to prepare for the new assignment. It is understood that this day must be spent at the work site.

L6.02.3

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

Moving Allowance

L6.03

The Board shall pay:

\$433.95 effective September 1, 2021

\$433.95 effective September 1, 2022

\$433.95 effective September 1, 2023

\$433.95 effective September 1, 2024

\$433.95 effective September 1, 2025

...for moving expenses actually incurred, or upon issuance of a receipted notice from a licensed mover, the Board shall pay up to a maximum of:

\$1,084.87 effective September 1, 2021

\$1,084.87 effective September 1, 2022

\$1,084.87 effective September 1, 2023

\$1,084.87 effective September 1, 2024

\$1,084.87 effective September 1, 2025

...to defray part or all of the moving costs incurred by a Teacher in the following situations:

- (a) Board requested transfer to assist program;
- (b) transfer of a Teacher, who does not hold a position of added responsibility, not initially considered surplus to a school, to assist with staff placement.

It is understood that the transfer must result in the moving within twelve (12) months of the transfer to a location closer to the new work station and the distance between work stations is in excess of forty (40) kilometers. It is understood that such relocation must be within the jurisdiction of the Upper Grand District School Board to be eligible for the moving allowance.

Teacher Requested Transfers

L6.04.1

A Teacher who has been assigned to a worksite for five (5) or more years may apply for a transfer and that transfer shall be granted provided:

- (a) a position within the Teacher's stated parameters is available;
 - (b) the Teacher is qualified as defined by the Education Act, Regulation 298;
 - (c) the Teacher's most recent Teacher Performance Appraisal (TPA) was successful;
 - (d) the Teacher is not actively participating in an Improvement or Enrichment Plan.
- Placements will be done in order of seniority.

L6.04.2

A Teacher who has been teaching at a school for less than five (5) years and who has applied for a transfer may be granted that transfer. It is understood that priority shall be given to Teacher Requested Transfers in accordance with Clause L6.04.1.

L6.04.3

A teacher who has received a transfer Subject to Seniority (6.04.1) shall receive notification via email that confirms the approved transfer within forty-eight (48) hours.

L6.04.4

A teacher who has received a transfer Subject to Principal Selection (6.04.2) shall receive notification via email that confirms the approved transfer within forty-eight (48) hours of the Staffing Committee re-convening.

Board Requested Transfers**L6.05.1**

The Teacher shall be consulted and notified in writing of the proposed transfer with the specific reasons by April 30.

L6.05.2

The Teacher's opinion with respect to the transfer shall be considered, and so far as possible shall be respected, having regard always to legal and program requirements. However, Teachers should understand that they may be given any teaching assignment for which they are qualified.

L6.05.3

Teachers shall receive written notification of their new teaching assignment on or before June 10.

Transfers Other than for September 1**L6.06.1**

During the year, the Board may request a transfer in the event of an emergency.

L6.06.2

The Board shall, where possible, notify a Teacher, in writing, of the proposed transfer at least twenty (20) school days before the effective date of this transfer.

Surplus Situations**L6.07**

For the purposes of declaring a Teacher as being surplus to school, a Teacher shall be considered to be in the position they hold on April 1. The Board shall endeavour to assign surplus Teachers to one location.

Exchange of Teachers**L6.08**

The Board and the Union encourage short-term (maximum of two years) inter-panel exchanges of Teachers. Mutual agreement between the Teachers, the Principals and the Superintendents of Education is required. Elementary Teachers on an inter-panel exchange shall be paid according to the salary grid, receive benefits, and accrue

seniority according to this Collective Agreement. The elementary Teacher in the exchange shall notify the Ontario Teachers' Federation in advance of the exchange.

Consolidation of Time

L6.09

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

L6.10

(a) A Teacher Requested Consolidation form shall be submitted to the Executive Officer of Human Resources or designate by March 15 to become effective the following September 1.

(b) Notwithstanding the above, a Teacher may request a consolidation of time after March 15 if the teacher was assigned to one school prior to the commencement of the staffing process described in Article L13.02.4 (a), and prior to any area reorganization procedures under Article L27.18, and became assigned to more than one school during the staffing process. These requests for consolidation will be considered until the Board announces the conclusion of the staffing process.

L – ARTICLE 7 - PROBATIONARY PERIOD

L7.01

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.

L7.02

At the end of the twelve (12) months probationary period, the Board shall:

- (a) recognize the Teacher as a non-probationary Teacher; or
- (b) extend the probationary period for an additional time not to exceed twelve (12) months, exclusive of leaves in excess of thirty (30) days; or
- (c) terminate the Teacher's employment.

L – ARTICLE 8 - ACCESS TO INFORMATION

Personnel Files

L8.01

The official personnel file respecting a Teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the Teacher for inspection in the presence of a supervisory officer or other person designated by the

Director of Education. Such access shall be provided upon prior request at any reasonable time during the regular working hours of the department.

L8.02

A Teacher shall be entitled upon request to a copy, without cost, of any materials contained in their personnel file.

L8.03

Where a Teacher authorizes, in writing, access to their personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, upon prior request, in the presence of a supervisory officer or other person designated by the Director of Education. As well, a copy of materials contained therein shall be provided if also authorized and requested.

L8.04

A Teacher shall receive copies of any adverse materials placed in their personnel file within ten (10) calendar days of the material being filed.

Documents Respecting Performance or Conduct

L8.05

Copies of any document respecting the conduct of a Teacher shall be given to the Teacher within seven (7) calendar days of the writing of such document.

Signature Not Approval

L8.06

The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with, the contents.

L8.07

A Teacher shall have the right to place material in their personnel file.

L8.08

In the event that the Teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information where possible. If the Board is unable to amend the information, the Teacher's written dispute information remains in the file attached to the original document.

L8.09

Where the Board amends such information as per clause L8.08, the Board shall, at the request of the Teacher, attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to Be Removed

L8.10.1

Upon receipt of a written request by a Member the Board shall delete and destroy any documentation in the member's personnel file regarding an issue of discipline or derogatory notation after a period of two (2) years of active work have elapsed since the issue was noted. It is understood that concerns relating to that of a harassing, physical and/or sexual nature shall not be eligible for removal from a Teacher's file until after a period of three (3) years of active work has elapsed since the issue was noted. Such request would only be granted if the Teacher had improved in areas identified in the documentation.

L8.10.2

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

Access to Board Minutes

L8.11

The Board shall provide to the Union copies of any public agendas, minutes and support documents prior to all Board meetings and Board committee meetings.

Data for Negotiations

L8.12

Upon written request, the Union shall have access to or be furnished with a copy of available data relevant to the negotiation of this Collective Agreement as follows:

- (a) a statement of participation in each benefit plan covered by this Collective Agreement;
- (b) the Qualifications and Experience scattergram;
- (c) a listing of Teachers on leave or on the recall list;
- (d) pupil enrolment and class size.

Access to Member Information

L8.13

The Board shall provide the President of the Union, or designate, with the name, address, telephone number, date of birth, place of employment, salary and grid position of each member of the bargaining unit. The Board shall provide the President of the Union, or designate, with the number of accumulated sick days for a specific Teacher upon request.

Accuracy May Be Disputed

L8.14

Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under clause L8.13 above.

L8.15

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

L – ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT

L9.01

Each member of the bargaining unit shall be provided with the intranet location of the Collective Agreement and a link to the PDF copy of the Collective Agreement to be sent through board email within thirty (30) days of the signing of the agreement. In addition, 300 paper copies of the Collective Agreement will be printed, of which 250 copies will be provided to the Bargaining Unit and 50 copies will be retained for Board use. The cost of printing the Collective Agreements will be shared equally by the Board and the Union.

L – ARTICLE 10 - SALARY AND ALLOWANCES

Credits and Contributions

L10.01

On or before November 1 the Board shall provide to each Teacher an electronic notice setting forth the following:

- (a) credit for teaching experience;
- (b) category classification;
- (c) salary and allowances;
- (d) details of benefit plan participation;
- (e) details for accessing previous year's sick leave usage.

Method of Payment

L10.02

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

L10.02.1

Notwithstanding Article L10.02 of the Collective Agreement, a Teacher who returns from a leave of absence part way through the school year will begin receiving salary on the

first scheduled pay date following their first day worked. Any payment corrections shall be evenly distributed among any remaining pay periods, unless otherwise agreed to by the Teacher concerned and the Senior Administrator Responsible for Human Resources or designate.

L10.03

Payment will be by direct deposit to the account at the bank, trust company or credit union as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the employee by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy of the deposit advice form shall notify the payroll department, in writing, and the form shall be sent to the employee in an envelope. It is the responsibility of the employee to file with the Payroll Department, prior to any change of account or bank, the appropriate form so directing such change of account or bank, trust company or credit union.

L10.03.1

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

Grid Placement

L10.04.1

- (a) Each Teacher on staff as of March 22, 2001 shall be paid at the rate appropriate to the Teacher's teaching experience as per Articles L10.06, L10.07, L10.08 and L10.09, and the Teacher's category classification as per Article L10.10, as set forth on the following salary grid.
- (b) Gross Annual Salary refers to the salary schedule in effect at the pay date mentioned and is inclusive of vacation pay and statutory holiday pay.
- (c) A Teacher shall be paid in Category A1 until such time as they provide proof of a different category placement.
- (d) A Teacher with less than a full time assignment shall be paid pro-rata based on their assignment.

L10.04.2

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

as per Articles L10.06, L10.07, L10.08 and L10.09 and the Teacher's category classification as per Article L10.10 as set forth on the following salary grids.

L10.04.3

For members of the bargaining unit, effective September 1, 2001, a partial or full year of full-time or part-time teaching experience shall be equal to one year of experience on the grid.

Salary Grids

L10.04.4

(a) All Teachers employed by the Board shall be paid according to the following grid for the period of September 1, 2022 to August 31, 2023:

Years of Experience	Category A (Occ = A/AU)	Category A1 (Occ = A1)	Category A2 (Occ = A2)	Category A3 (Occ = A3)	Category A4 (Occ = A4)
0 Years	\$48,834	\$54,668	\$56,400	\$59,295	\$62,657
1 Year	\$51,075	\$56,460	\$57,824	\$61,718	\$65,165
2 Years	\$53,898	\$59,295	\$61,185	\$65,795	\$69,606
3 Years	\$56,788	\$62,442	\$64,550	\$69,930	\$74,015
4 Years	\$59,628	\$65,386	\$67,915	\$74,054	\$78,435
5 Years	\$62,670	\$69,173	\$71,696	\$78,162	\$82,875
6 Years	\$66,025	\$72,953	\$75,476	\$82,275	\$87,325
7 Years	\$69,081	\$76,741	\$79,270	\$86,384	\$91,739
8 Years	\$72,726	\$80,524	\$83,054	\$90,467	\$96,153
9 Years	\$76,081	\$84,325	\$87,259	\$94,611	\$100,597
10 Years	\$80,144	\$89,785	\$91,460	\$98,726	\$105,013
11 Years	\$83,645		\$95,676	\$103,864	\$110,598
12 Years	\$89,788				

(b) All Teachers employed by the Board shall be paid according to the following grid for the period of September 1, 2023 to August 31, 2024:

Years of Experience	Category A (Occ = A/AU)	Category A1 (Occ = A1)	Category A2 (Occ = A2)	Category A3 (Occ = A3)	Category A4 (Occ = A4)
0 Years	\$50,299	\$56,308	\$58,092	\$61,074	\$64,537
1 Year	\$52,607	\$58,154	\$59,559	\$63,570	\$67,120
2 Years	\$55,515	\$61,074	\$63,021	\$67,769	\$71,694
3 Years	\$58,492	\$64,315	\$66,487	\$72,028	\$76,235
4 Years	\$61,417	\$67,348	\$69,952	\$76,276	\$80,788
5 Years	\$64,550	\$71,248	\$73,847	\$80,507	\$85,361
6 Years	\$68,006	\$75,142	\$77,740	\$84,743	\$89,945
7 Years	\$71,153	\$79,043	\$81,648	\$88,976	\$94,491
8 Years	\$74,908	\$82,940	\$85,546	\$93,181	\$99,038
9 Years	\$78,363	\$86,855	\$89,877	\$97,449	\$103,615
10 Years	\$82,548	\$92,479	\$94,204	\$101,688	\$108,163
11 Years	\$86,154		\$98,546	\$106,980	\$113,916
12 Years	\$92,482				

(c) All Teachers employed by the Board shall be paid according to the following grid effective September 1, 2024 to August 31, 2025:

Years of Experience	Category A (Occ = A/AU)	Category A1 (Occ = A1)	Category A2 (Occ = A2)	Category A3 (Occ = A3)	Category A4 (Occ = A4)
0 Years	\$51,682	\$57,856	\$59,690	\$62,754	\$66,312
1 Year	\$54,054	\$59,753	\$61,197	\$65,318	\$68,966
2 Years	\$57,042	\$62,754	\$64,754	\$69,633	\$73,666
3 Years	\$60,101	\$66,084	\$68,315	\$74,009	\$78,331
4 Years	\$63,106	\$69,200	\$71,876	\$78,374	\$83,010
5 Years	\$66,325	\$73,207	\$75,878	\$82,721	\$87,708
6 Years	\$69,876	\$77,208	\$79,878	\$87,073	\$92,418
7 Years	\$73,110	\$81,217	\$83,893	\$91,423	\$97,090
8 Years	\$76,968	\$85,221	\$87,899	\$95,743	\$101,762
9 Years	\$80,518	\$89,244	\$92,349	\$100,129	\$106,464
10 Years	\$84,818	\$95,022	\$96,795	\$104,484	\$111,137
11 Years	\$88,523		\$101,256	\$109,922	\$117,049
12 Years	\$95,025				

(d) All Teachers employed by the Board shall be paid according to the following grid effective September 1, 2025 to August 31, 2026:

Years of Experience	Category A (Occ = A/AU)	Category A1 (Occ = A1)	Category A2 (Occ = A2)	Category A3 (Occ = A3)	Category A4 (Occ = A4)
0 Years	\$52,974	\$59,302	\$61,182	\$64,323	\$67,970
1 Year	\$55,405	\$61,247	\$62,727	\$66,951	\$70,690
2 Years	\$58,468	\$64,323	\$66,373	\$71,374	\$75,508
3 Years	\$61,604	\$67,736	\$70,023	\$75,859	\$80,289
4 Years	\$64,684	\$70,930	\$73,673	\$80,333	\$85,085
5 Years	\$67,983	\$75,037	\$77,775	\$84,789	\$89,901
6 Years	\$71,623	\$79,138	\$81,875	\$89,250	\$94,728
7 Years	\$74,938	\$83,247	\$85,990	\$93,709	\$99,517
8 Years	\$78,892	\$87,352	\$90,096	\$98,137	\$104,306
9 Years	\$82,531	\$91,475	\$94,658	\$102,632	\$109,126
10 Years	\$86,938	\$97,398	\$99,215	\$107,096	\$113,915
11 Years	\$90,736		\$103,787	\$112,670	\$119,975
12 Years	\$97,401				

***Allowances for Post Graduate Degrees**

L10.05

An allowance shall be paid, in addition to the salary in accordance with Article L10.04 for a Doctorate or Master's degree from a recognized university. The allowance shall be as follows for the duration of this agreement.

Effective:	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
Master's degree	\$1,241.69	\$1,241.69	\$1,241.69	\$1,241.69	\$1,241.69
Doctorate degree	\$1,672.42	\$1,672.42	\$1,672.42	\$1,672.42	\$1,672.42

Note 1: Only one (1) post-graduate degree will be recognized for an additional allowance under this section.

Note 2: No credits, under this section, may be used for both category placement and post-graduate degree allowance.

Note 3: “Recognized” shall mean recognized by the Qualifications Evaluation Council of Ontario (Q.E.C.O.) or by the Ontario College of Teachers, at the discretion of the Director.

L10.06

Where a Teacher is employed to work only part of the school year, the Teacher shall be paid a salary in proportion that the number of days which the Teacher is employed to work bears to the total number of school days in the school year.

Credit for Previous Teaching Experience

L10.07.1

For Teachers hired with a start date prior to the 2009-2010 school year, previous teaching experience under contract, including long-term occasional contracts, shall be recognized to the nearest tenth of a year. The Teacher shall then be paid according to the proper place on the salary grid. The Teacher and the Board shall have four (4) months from the start date to notify the other party of any errors in grid placement, and the Board will adjust the salary retroactive to the start date.

L10.07.2

- (a) For the purpose of initial placement on the salary grid for Teachers hired for and following the 2009-2010 school year, previous teaching experience under contract, including as a Long-term Occasional Teacher recognized to the nearest tenth of a year combined with daily occasional teaching experience as a certified Teacher on the Upper Grand District School Board’s occasional teacher list accumulated after September 1, 2009 and calculated in accordance with Article L10.07.3 shall be recognized.
- (b) It is the Teacher’s responsibility to track their experience and to provide to the Board acceptable documentation of previous teaching experience.
- (c) In any event or combination thereof the maximum accumulation of teaching experience shall be one year, in any one year. Article L10.09.4 provides an explanation of the rounding for years of experience.
- (d) The Teacher and the Board shall have nine (9) calendar months from the start date to notify the other party of any errors in the recognition of previous teaching experience, and the Board will adjust the salary retroactive to the start date. After nine (9) months from the start date, the Teacher may notify the Board of any errors in the recognition of teaching experience and the Board will adjust the salary retroactive to the beginning of the school year in which notification was given.

L10.07.3

Effective September 1, 2009, the calculation of daily occasional teaching experience for clause L10.07.2 shall be based on the total number of occasional teaching days worked in each year without rounding such that each full day worked is equivalent to 1/194th of a year's experience for the purpose of Article L10.07.2.

Credit for Previous Teaching Experience

L10.07.4

Effective the ratification of the 2022-2026 collective agreement, teaching experience as a daytime continuing education teacher (teaching daytime credit courses) in any publicly funded school board, shall be credited such that each five (5) hours of a daytime continuing education assignment shall be equivalent to one (1) day of full-time teaching. Each full day worked is equivalent to 1/194th of a year's experience.

For clarity, summer school and night school credits are not eligible to be credited as teaching experience for the purpose of placement on the salary grid.

Related Experience

L10.08

Employees currently receiving credit for related experience shall continue to receive this credit.

L10.09.1

For Teachers on staff as of March 22, 2001:

At the discretion of the Director, related experience may be recognized for the purposes of initial placement on the salary grid. The allowance for related experience shall be a half year of experience on the grid for each full year of related experience to a maximum of five (5) years experience on the grid for ten (10) years of related experience.

Allowances for related experience shall not have the effect of surpassing salary grid maxima. The Teacher shall have until June 30, 2004 to notify the Board of any related experience, and the Board will adjust the salary retroactive to September 1, 2003.

L10.09.2

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

At the discretion of the Director, related experience may be recognized for purposes of initial placement on the salary grid. The allowance for related experience shall be a half year of experience on the grid for each full year of related experience to a maximum of five (5) years experience on the grid for ten (10) years of related experience. The total number of years of related experience and recognized teaching experience shall be combined and rounded to the nearest year. Allowances for related experience shall not have the effect of surpassing the salary grid maxima. The Teacher shall have until June 30, 2004 to notify the Board of any related experience, and the Board will adjust the salary retroactive to September 1, 2003.

L10.09.3

For Teachers hired as of November 12, 2003:

At the discretion of the Director, related experience may be recognized for purposes of initial placement on the salary grid. The allowance for related experience shall be a half year of experience on the grid for each full year of related experience to a maximum of five (5) years experience on the grid for ten (10) years of related experience. The total number of years of related experience and recognized teaching experience shall be combined and rounded to the nearest year. Allowances for related experience shall not have the effect of surpassing the salary grid maxima. The Teacher shall have nine (9) calendar months from the date of hire to notify the Board of any related experience, and the Board will adjust the salary retroactive to the date of hire. At the time of hire, the Board shall inform the Teacher, in writing, of their duty to provide documentation regarding related experience. After nine (9) months from the start date, the Teacher may notify the Board of any errors in the recognition of teaching experience and the Board will adjust the salary retroactive to the beginning of the school year in which notification was given. It is understood that any related experience credit given will be determined by the collective agreement in effect at the time of the Teacher's start date.

Grid Placement for Previous Experience

L10.09.4

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

Category Classification

L10.10

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

Category Changes

L10.11

- (a) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31 of that same year, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, upon receipt of the documents by the Board, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of that same year of the Teacher's intention to submit the said documents.
- (b) When a course or courses have been completed between September 1 and June 30 of that same year and when relevant documents are submitted to the Board on or before four (4) months following the completion of the course, the salary adjustment shall be retroactive to the first day of the month following completion of the course. If the

documents are not available for submission to the Board prior to four months after completion of the course, upon receipt of documents by the Board, the salary adjustment shall be retroactive to the first day of the month following completion of the course provided notification is made prior to four months after completion of the course, of the Teacher's intention to submit the said documents.

- (c) It is understood that in the event of the Teacher failing to comply with the above stated dates (clauses L10.11(a) and L10.11(b)), retroactivity for the salary adjustment will be from the date of submission of the relevant documents.
- (d) The Board shall make the salary adjustment within forty (40) school days of receiving all of the documents required by the Board to process the category change. The Board will notify the Teacher of the effective pay date.

Allowance for Additional Responsibility

Consultant's Responsibility Allowance

L10.12.1

A Teacher appointed to the position of Consultant prior to May 17, 2005 shall be paid, in addition to the salary in accordance with clause L10.04, an allowance for additional responsibility based on the number of years experience as a Consultant in accordance with the following scale.

YRS	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
0	\$7,489.91	\$7,489.91	\$7,489.91	\$7,489.91	\$7,489.91
1	\$8,515.70	\$8,515.70	\$8,515.70	\$8,515.70	\$8,515.70
2	\$9,532.91	\$9,532.91	\$9,532.91	\$9,532.91	\$9,532.91
3	\$10,555.48	\$10,555.48	\$10,555.48	\$10,555.48	\$10,555.48
4	\$11,582.35	\$11,582.35	\$11,582.35	\$11,582.35	\$11,582.35
5	\$12,598.47	\$12,598.47	\$12,598.47	\$12,598.47	\$12,598.47

Consultant's Responsibility Allowance

L10.12.2

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

YRS	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
0	\$7,489.91	\$7,489.91	\$7,489.91	\$7,489.91	\$7,489.91
1	\$8,515.70	\$8,515.70	\$8,515.70	\$8,515.70	\$8,515.70
2	\$9,532.91	\$9,532.91	\$9,532.91	\$9,532.91	\$9,532.91

(b) At the end of the term, if the term is not renewed, the member shall be placed at their home school (subject to L – Article 27 – Lay-off, Recall and Surplus to School) with the member’s consent. Otherwise, the member shall be placed in accordance with Article L13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which they came.

(c) In the event that the term is extended for any period of time beyond the initial three (3) year term, at the end of that time the member shall be placed at their home school (subject to L-Article 27 – Layoff, Recall and Surplus to School) with the member’s consent. Otherwise, the member shall be placed in accordance with Article L13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which they came.

Co-ordinator’s Responsibility Allowance L10.12.3

A Teacher appointed to the position of Co-ordinator prior to May 17, 2005 shall be paid, in addition to a salary in accordance with clause L10.04 and clause L10.12.1, a per annum allowance in the following amount for additional responsibility, effective the first day of the month following ratification of the Collective Agreement:

Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
\$1,936.66	\$1,936.66	\$1,936.66	\$1,936.66	\$1,936.66

Co-ordinator’s Responsibility Allowance L10.12.4

A Teacher appointed to the position of Co-ordinator prior to May 17, 2005 shall be paid, in addition to a salary in accordance with clause L10.04 and clause L10.12.2, a per annum allowance in the following amount for additional responsibility, effective the first day of the month following ratification of the Collective Agreement:

Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
\$1,936.66	\$1,936.66	\$1,936.66	\$1,936.66	\$1,936.66

Payroll Deductions L10.13

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

EI Rebate

L10.14

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

L – ARTICLE 11 - EXPENSES

Expense Allowances

L11.01

A Teacher shall be reimbursed each month for out-of-pocket expenses, preauthorized by the Principal, upon presentation of appropriate receipts and documents.

Reimbursement for Teachers for Expenses Incurred While on Board Business

L11.02

The Board will reimburse Teachers for expenses while on Board business, subject to the following terms and conditions:

- (a) the business has been authorized by the Board; or
- (b) the business has been approved by the Director or by a Superintendent employed by the Board; and
- (c) such reimbursement is in accordance with existing Board Policy #701 – Reimbursement of Expenses.
- (d) For clarification, Board policy #701 shall apply to Teachers attending in-service activities within the District, provided that the eligible mileage claim will be only for kilometers in excess of the Teacher's normal distance traveled to and from school.

Travel Expenses

L11.03

Teachers requested by the Board to travel between schools are eligible for travel allowances. Teachers who have chosen to teach in locations which would result in the need to travel between schools shall not be eligible for travel allowances. A Teacher assigned to more than one (1) school in order to have their contractual time increased shall not be eligible. Travel allowances are paid according to Policy #701 – Travel Allowances and #701 – A – Reimbursement of Expenses

L – ARTICLE 12 - WORKING CONDITIONS

School Year

L12.01.1

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

L12.01.2

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

L12.01.3

Part-time Teachers shall attend a pro-rated number of P.A. Days scheduled by mutual agreement between the part-time Teacher and the Principal.

Notwithstanding the above, when requested by the Board, a part-time Teacher who is not scheduled to work where there is a Professional Activity Day, may choose to attend, regardless of the FTE of the assignment. It is understood that they will be compensated for their attendance at their current rate.

Supervision

L12.02.1

- (a) The supervision of activities of pupils by Teachers shall not commence more than thirty (30) minutes prior to the beginning of the instructional day and shall terminate not more than thirty (30) minutes following the end of the instructional day.
- (b) Supervision duty shall include hall duty, bus duty, yard duty, lunch duty or any other duty as assigned by the Principal involving the supervision of students.
- (c) School administration, in consultation with the In-School Staffing Committee shall endeavour to minimize time allocated to supervision duties while ensuring student safety.

L12.02.2

- (a) Supervision assignments in each school, following consultation with the In-School Staffing Committee, shall be allotted equitably.
- (b) When a Teacher thinks a supervision assignment is unreasonable, the situation shall be referred to the In-School Staffing Committee or to the Principal and staff for review

and possible adjustment. If the Teacher is not satisfied with the results of this review and/or adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration.

- (c) The appropriate Supervisory Officer and the designated Union representative shall meet to review any situation which is reported to them.
- (d) The decision of the Supervisory Officer is final.

L12.02.3

- (a) Supervision time shall be defined as the time Teachers are assigned to supervise students outside of the three-hundred (300) minute instructional day.

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

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

(ii) No Teacher shall be required to perform supervision duties in excess of the amount assigned as of March 1, 2005, subject to modifications/changes in assignment or worksite and subject to the equitable distribution of supervision duties in each school as described in Article L12.02.2.

- (c) Supervision time for Teachers in less than a full-time assignment shall be pro-rated.

Instructional Time

L12.03.1

Effective September 1, 2012 - Each full-time Teacher shall be assigned no more than 1260 minutes of instructional time per five (5) day cycle, provided this is in accordance with The Education Act and Regulations. The instructional week shall be 1500 minutes provided the instructional day is in accordance with The Education Act and Regulations. Part-time Teachers shall have their instructional time pro-rated.

Allocation of Instructional Assignments

L12.03.2

Principals shall consult with planning time teachers and all affected classroom teachers to endeavour to ensure that assigned workload for planning time teachers is manageable by either limiting the number of grades and/or subjects.

Instructional Day

L12.03.3

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

Preparation Time

L12.04.1

- (a) Preparation time shall be used for professional activities as determined by the Teacher. Preparation time coverage will be provided only for classroom Teachers (including self-contained special education Teachers).
- (b) Supervisory duties and other assignments may be determined by administration in emergency situations with the understanding that the Teacher will be reimbursed for the lost preparation time.
- (c) Only bargaining unit members shall provide regularly scheduled preparation time.
- (d) A Teacher on part-time assignment shall be assigned preparation time on a pro-rated basis.
- (e) Effective August 31, 2012 - Exclusive of morning and afternoon recesses and the lunch period, each full-time Teacher shall be assigned, in blocks of not less than 30 minutes, at least 240 minutes of preparation time per cycle of five (5) instructional days. Effective the first day of the second month following ratification of the 2019-2022 Collective Agreement – Exclusive of morning and afternoon recesses and the lunch period, each part-time teacher shall be assigned their pro-rated preparation time in blocks of not less than 20 minutes.
- (f) With Board-Union joint approval, preparation time may be offered over a two (2) week period to address exceptional circumstances and to provide a meaningful block of preparation time.
- (g) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (h) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.

- (i) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide teacher coverage, as opposed to regular specialist teachers.
- (j) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during their scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year. The Principal shall provide one instructional day notice prior to the date of the rescheduled preparation time unless otherwise agreed to by the Principal and the Teacher.

L12.04.2

A Teacher shall not be responsible for the planning, evaluation and reporting associated with the delivery of program which takes place during their own preparation time. This responsibility resides with the planning time teacher.

Lunch Break

L12.05

Each Teacher shall be entitled to not less than forty (40) continuous minutes for lunch free from supervisory or teaching duties. This shall occur during the interval beginning forty (40) minutes prior to the student lunch period and ending forty minutes after the student lunch period.

Time for Traveling

L12.06

The Board shall endeavour to assign each Teacher to one location.

Travel between Two Schools

L12.07

A Teacher who is assigned to more than one school in the same day shall be provided with adequate travel time.

Teacher Absence

L12.08.1

A Teacher who is, for any reason, unable to fulfill their normal teaching duties shall report their absence or expected absence in accordance with the Board's automated reporting requirements and, if required, contact their Principal, Vice-Principal or designate.

L12.08.2

The Board shall centrally assign an Occasional Teacher when a Classroom Teacher and/or Special Education Resource Teacher (SERT) is absent, subject to the availability of an Occasional Teacher. This does not apply to Professional Activity or inclement weather days.

Teacher in Charge**L12.09**

- (a) No member shall be required to be a Teacher in Charge.
- (b) The Board shall pay a per diem of twenty-two dollars and sixty nine cents (\$22.69) per day (eleven dollars and thirty-four cents (\$11.34) for a half-day) whenever a Teacher agrees to be a Teacher in Charge while both the Principal and Vice-Principal are away.
- (c) When a Teacher is acting as a Teacher in Charge for a Principal or Vice-Principal, for absences of one day (1) or more, at the request of the Teacher in consultation with the Principal, an Occasional Teacher shall be hired to assume the normal responsibilities of that Teacher.
- (d) A Teacher acting as a Teacher in Charge shall not be required to evaluate or discipline another Teacher.

Regular Staff Meetings**L12.10**

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

Extra-curricular

L12.11

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

School Improvement Planning Process

L12.12

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

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

L12.13

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

Peer Coaching and Mentoring

L12.14

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

Computer Access

L12.15

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

L – ARTICLE 13 - STAFFING

Class Size

L13.01

The following class size maxima and averages will be used by the District Staffing Committee and In-School Staffing Committees during the initial staffing of schools. It is understood that class size maxima and averages must be in compliance with legislation and regulations. The allocation for the initial integration of Special Education students into regular classes shall be determined by the In-School Staffing Committee. However, in no case shall the integration of Special Education students cause the maximum class size to be exceeded by more than two (2) students.

“Integrated” within this clause refers to students who are integrated into a regular class for more than twenty-five percent (25%) of the school day.

Class size maxima:

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

STAFFING COMMITTEES

District Staffing Committee

L13.02.1

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

Composition

L13.02.2

The District Staffing committee shall have the following membership:

- (a) Bargaining Unit President or designate
- (b) Bargaining Unit member
- (c) Senior Administrator Responsible for Human Resources or designate
- (d) A Superintendent of Education or designate
- (e) Three Elementary School Principals

Duties

L13.02.3

With input from the Principals, the District Staffing Committee shall:

- (a) by March 31, recommend to the Board's Senior Administration, the elementary average daily enrolment (ADE) for the following school year;
- (b) make recommendations to the Board as to the number of teaching staff to be distributed to the schools;
- (c) review the application of the surplus and redundancy procedures and ensure that the procedures are properly followed.

Staffing Procedures

L13.02.4

- (a) The filling of vacancies for the subsequent school year shall use the following order and procedure:
 - 1. Board requested transfers (according to seniority)
 - 2. System Responsibility Teachers returning from medical leaves
 - 3. Teacher Requested Transfers Subject to Seniority—2 Rounds

4. System Responsibility Teachers returning from leaves other than medical
 5. Teacher Requested Transfers Subject to Principal Selection—1 Round
 6. Teachers requesting Consolidation (according to seniority)
 7. Teachers declared surplus to school (according to seniority)
 8. Teachers in receipt of a lay-off notice or terminated under L – Article 27 – Lay-Off, Recall, and Surplus to School (according to L – Article 27)
 9. Teachers requesting an increase in time (according to seniority)
- (b) For the purposes of this article, one school year shall equal a full or partial school year (September to June). For teachers assigned to more than one worksite, eligibility for Transfers Subject to Seniority shall be determined by the greatest number of school years at one of the Teacher’s worksites.
- (c) The remaining vacancies shall be filled as described in L – Article 5.

Staffing Procedures for Centrally Assigned Positions

L13.02.5

- (a) The Union shall be informed of the process by which Centrally Assigned Positions are allocated before the process begins. The Union President or designate shall be present when staff are allocated to Centrally Assigned Positions.
- (b) Teachers in positions of added responsibility, centrally assigned positions and special assignments may participate in the staffing procedures described in Article L13.02.4 (a).
- (c) Vacancies of added responsibility and special assignments are excluded from the staffing procedures described in Article L13.02.4 (a).

In-School Staffing Committees

L13.03.1

Each school shall establish in November an In-School Staffing Committee. Teacher members of the In-School Staffing Committee shall be selected by their peers and shall remain members of that committee until the next staffing committee is selected as long as they remain in the school.

Composition

L13.03.2

The minimum composition of the committee shall include:

- (a) Union Steward;
- (b) one representative from each division in the school;
- (c) one non-classroom Teacher;
- (d) Principal and Vice-Principal.

Duties

L13.03.3

- (a) provide information to the District Staffing Committee on the impact of the staff the school received;
- (b) provide input for the Principal on the utilization of classroom staff allocated to the school;
- (c) review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hirings;
- (d) report in writing to the teaching staff of the school on their activities;
- (e) the committee, in consultation with the Teacher affected, may agree to override the class size maximums in clause L13.01. This ability assumes that the classroom staff allocated to the school may not be used for any other purpose;
- (f) to advise on matters pertaining to supervision, lunch schedules and prep time.

L13.03.4

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

Determination of Assignments

L13.03.5

The Principal shall survey each Teacher as to their assignment preference for the following year by March 31 and shall determine the assignments taking into consideration student needs, program needs and the Teacher's assignment preference. The Principal shall discuss with each Teacher their tentative assignment for the following year. This discussion shall occur prior to the start of the staffing procedures as described in Article L13.02.4. It is understood that tentative assignments are subject to change and that the final assignment may be different from the tentative assignment.

Determination of Staff

L13.04.1

After determining the average daily enrolment (ADE) for the system, the number of full time equivalent (FTE) Classroom Teachers for the system shall not be less than the ADE less the students in self-contained special education classes and developmental classes divided by 24.5.*

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

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

L13.04.2

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

L13.04.3

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

L – ARTICLE 14 - MEDICAL PROCEDURES

L14.01

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

L14.02

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

Invasive Procedures

L14.03

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

Medical Procedures

L14.04

Teachers shall not perform any of the following physical procedures:

- (a) manual expression of bladder/stoma;
- (b) postural drainage;
- (c) sterile intermittent catheterization;

- (d) tube feeding.
- (e) deep or tracheal suctioning

L – ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

L15.01.1

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

L15.01.2

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

Joint Health and Safety Committee Members

L15.02

The Union shall nominate Teachers to serve on the Board's Joint Health and Safety Committee. The Joint Health and Safety Committee will continue to co-operate in the promotion of safety and safe working conditions. Meetings and school inspections shall take place during the regular school day.

Health and Safety Worker Members

L15.03.1

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

L15.03.2

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

L15.03.3

It is understood that clauses L15.03.1 and L15.03.2 shall not be in effect while monthly JHSC Workplace inspections are being performed by JHSC Workplace Inspectors hired/seconded by the Board.

Violent Incidents

L15.04

A violent incident, referred to within this Article, shall be as defined in the Occupational Health and Safety Act and as referenced in Board Policy and Procedures as follows:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker, or
- a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to a worker.

Workplace violence also includes any aggressive action or threat sent in writing or by electronic messaging.

L15.05

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

L15.06

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

L15.07

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

L – ARTICLE 16 –TEMPORARY PRINCIPALS AND VICE-PRINCIPALS

Short-term Temporary Principals and Vice-Principals

L16.01

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

- (a) occupy the position for 193 consecutive school days or less;
- (b) continue to be a member of the Union and shall continue to pay Union dues;

- (c) not evaluate a Teacher's competence;
- (d) not be required to discipline another Teacher;
- (e) continue to accumulate seniority;
- (f) return to the Teacher's former position if it still exists, or a comparable position at the same school if the former position does not exist.

Long-term Temporary Principals and Vice-Principals

L16.02.1

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

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

L16.02.2

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

L16.02.3

At the end of the long-term temporary assignment, a Teacher shall be placed in the same school in which the Teacher was employed prior to being assigned as a long-term temporary Principal or a long-term temporary Vice-Principal provided no member of the bargaining unit is declared surplus to that same school as a result; otherwise, the Teacher shall be placed in accordance with Article L13.02.4(iv) System Responsibility Teachers returning from leaves other than medical and every attempt shall be made to place the member in the same family of schools from which they came.

L – ARTICLE 17 - HARASSMENT

L17.01

The Board, in consultation with the Union, will implement and maintain policies related to Workplace Violence and Harassment.

L17.02

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

L – ARTICLE 18 - BENEFIT PLANS

See also Part A: Central Terms [C5.00 BENEFITS](#)

Employee Family Assistance Plan

L18.01

The Board shall provide an Employee Family Assistance Plan.

Long Term Disability

L18.02

See [L – APPENDIX A: June 12, 2013 Memorandum of Understanding – Long Term Disability](#) and Part A: Central Terms [C5.9 Long Term Disability \(Employee-Paid Plans\)](#)

L – ARTICLE 19 - SICK LEAVE

See also Part A: Central Terms [C6.00 SICK LEAVE](#) and [LETTER OF AGREEMENT #1 RE: Sick Leave](#)

L19.01

- (a) A Teacher may be required by the Senior Administrator Responsible for Human Resources or designate to substantiate the reasons for any absence exceeding five (5) consecutive days. Such request shall be made no later than ten (10) working days following a return to work.
- (b) For other absences where the Board has reasonable grounds to believe that a member may be in need of accommodations for medical reasons, the Senior Administrator Responsible for Human Resources or designate may require a medical certificate to be completed on a form provided by the Board. The Board will pay the actual cost of the medical certification.

L19.02

In the case of an absence in excess of ten (10) days, the Board may require the Teacher to sign a release of medical information, pertaining to the reason for absence, to a doctor selected by the Board with respect to the medical condition in question, or may require a Teacher to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the Teacher's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the Teacher. The Board shall pay the cost of the third party billing incurred when a Teacher consults a doctor at the Board's request.

L19.03

Teachers affected by L19.07 may be required to take part in the Board's Workplace Early Intervention Program (WEIP). The Teacher has the right to request Union representation at any stage in the WEIP program. (See Appendix B)

Accommodation Plan**L19.04**

- a) When an accommodation plan is required, the Board, the Union, and the Teacher shall meet to cooperatively develop a modified return to work and/or accommodation program.
- b) A Teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the employee of this right.

Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**L19.05**

- a) Where a teacher is receiving WSIB benefits, that teacher is entitled to receive WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- b) A Teacher who was receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

L – ARTICLE 20 - LEAVES OF ABSENCE WITHOUT PAY**L20.01**

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

L20.01.2

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

L20.01.3

Effective September 1, 1998, a Teacher on an approved leave shall continue to accrue seniority.

L20.02

A request for a leave of absence shall not be unreasonably denied.

L20.03

A Teacher on a leave of absence without pay shall be provided, upon request, with such information as will enable the Teacher to pay full premiums for the benefits outlined in L – Article 18 to ensure uninterrupted employee benefits for the period of the leave if the Teacher so desires.

L20.04

Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the Teacher and the Board, must be in writing, and must conform with the requirements of the Collective Agreement. The Principal concerned shall be provided with a copy thereof.

Leave for Public Office**L20.05**

The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario or the House of Commons for one term. Upon request of the Teacher, the leave may be extended by the Board. The Teacher shall continue to accumulate seniority for the period of the leave.

Return from a Leave**L20.06**

Any Teacher returning from a leave for up to two (2) years has the right to be assigned to the same school in which the Teacher was employed prior to going on leave. A Teacher returning from leave who informs the Board in writing by March 15 of their intention to return the following September shall be placed in the same school they were in when the leave began, except when they were declared surplus under L – Article 27.

L – ARTICLE 21 – SHORT-TERM PAID LEAVES OF ABSENCE**L21.01**

- (a) For leaves not covered under the collective agreement, the provisions of the existing Board Policy 411 – Absences and Leaves will apply. The provisions of this policy as they apply to Teachers covered by this Collective Agreement will not be withdrawn or amended without the consent of the Union. Rulings under this policy are not grievable. Leaves under this policy shall not be unreasonably

denied. The Union shall have the opportunity to discuss with the Director or designate any denied requests for leave under Policy 411.

(b) Bereavement Leave:

Bereavement leave shall be granted to a Teacher as follows:

- i. For an absence occasioned by the death of a parent, spouse/partner or child, leave shall be granted for a period of up to 5 working days.
- ii. For an absence occasioned by the death of a sibling of an employee or a sibling of their spouse/partner, leave shall be granted for a period of up to 3 working days.
- iii. It is understood that one day's entitlement may be deferred for the purpose of interment and can be used at a later time.
- iv. One (1) day's leave shall be granted to attend the funeral of the employee's grandparent.

(c) Illness in Immediate Family:

In case of illness of a spouse/partner, parent or child that requires a Teacher's urgent personal attention, a leave will be granted up to two (2) days per year.

(d) Jury Duty/Witness: Legal Commitments

In cases of legal commitments pertaining to Jury Duty or as a Witness required to attend court, leave will be granted for Teachers based on their FTE so long as formal documentation is provided to the Board, to verify the Teacher's attendance at such. Any jury or witness fees paid to the Teacher (excluding any travel allowance they may be in receipt of from the province) shall be remitted back to the Board.

Emergency Leave

L21.02

A Teacher shall be granted a leave of absence for up to ten (10) days without pay in the case of an emergency provided the leave qualifies under the Emergency Leave Provisions of the Employment Standards Act and provided all other entitlements under this Article and/or Policy 411 have been exhausted.

Compassionate Care Leave

See also Part A: Central Terms [C10.1 Family Medical Leave or Critical Illness Leave](#)

L21.03.1

Upon a Teacher's request, the Board shall grant an unpaid statutory leave of absence for compassionate circumstances pursuant to the Employment Standards Act, R.S.O. 2000 as amended from time to time. All requirements outlined in the Employment Standards

Act must be met for the leave to be granted. For clarity, certain leaves are eligible for Supplemental Employment Benefits (SEB), where applicable, in accordance with Part A: Central Terms of this Agreement. At the Teacher's discretion, the Teacher and the Board will continue to make contributions to existing benefit plans. Seniority, teaching experience, sick leave credits and any other relevant Collective Agreement entitlements shall continue to accumulate during such leave.

L21.03.2

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

L21.03.3

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

Moving Day

L21.04

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

Personal Days

L21.05.1

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

L21.05.2

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

L21.05.3

A personal leave day may not be used to extend the following existing holidays except in extenuating circumstances as approved by the Senior Administrator Responsible for Human Resources or designate:

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

L – ARTICLE 22 – PREGNANCY/PARENTAL LEAVE

Statutory Pregnancy Leave

L22.01.1

A Teacher shall arrange with the Principal for the commencement and return from statutory pregnancy leave, in accordance with the Employment Standards Act. A Teacher who has been employed by the Board for at least thirteen (13) weeks immediately preceding the estimated day of the delivery shall be entitled to pregnancy leave. Where an employee is not entitled to parental leave, pregnancy leave ends on the later of, seventeen (17) weeks after it began or twelve (12) weeks after the birth, still-birth or miscarriage.

Statutory Parental Leave

L22.01.2

Upon application in writing, a Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the Teacher's custody, care and control for the first time. Parental leave of sixty-one (61) weeks, or such shorter leave as the Teacher requests, shall be granted to a Teacher when the statutory pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time. Parental leave of sixty-three (63) weeks, or such shorter leave as the Teacher requests, shall be granted to other Teachers who are new parents within seventy-eight (78) weeks of the child being born or coming into custody, care and control of a parent for the first time.

"Parent" includes:

- (a) A birth parent
- (b) An adoptive parent (whether or not adoption has been legally finalized)
- (c) A person who is in a relationship of some permanence with a parent of a child who intends to treat the child as their own.

L22.02.1

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

L22.02.2

A Teacher requesting a statutory pregnancy leave shall provide the Board with a medical certificate as required by the Employment Standards Act.

L22.03

Nothing in this Article shall remove from a Teacher any entitlement under the Employment Standards Act as it pertains to pregnancy and parental leaves.

L22.04.1

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

L22.04.2

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

L22.04.3

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

Extended Parental Leave**L22.05**

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

Notwithstanding clause L22.06.2, the Teacher is subject to L – Articles 6 (Transfers), 26 (Seniority), and 27 (Lay-off, Recall and Surplus to School), of this Agreement.

Extended Parental Leave Benefits**L22.06.1**

A Teacher on extended parental leave shall be allowed, subject to the terms of the insurance carrier, to maintain the Teacher benefits held immediately prior to going on leave. The Board is not responsible for any portion of benefit premiums during such leave. Seniority shall continue to accumulate for the Teacher during such leave.

Conclusion of an Extended Parental Leave**L22.06.2**

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

It is understood that the Teacher shall have the right to request a leave of absence without pay under L – Article 20 or Article L28.03 of this Collective Agreement to take effect immediately following the conclusion of the extended parental leave for a maximum of a further two years.

Extended leave requests to begin in September must be received by June 30th of the previous school year.

Supplementary Employment Benefit Plan (SEB)

See also Part A: Central Terms [C10.2 Pregnancy Leave](#)

L22.08.1

The Board shall provide for Teachers on statutory pregnancy leave or statutory parental leave in the case of adoption, a supplementary employment benefits (SEB) plan providing for payment at 100% of the salary and allowances that the Teacher would have received had the Teacher not been on leave for the two week waiting period for Employment Insurance benefits. The Teacher will be required to submit information as determined by the Board in order to receive the SEB payment. Such a plan shall be approved by Human Resources Development Canada.

L22.08.2

In addition to the provision in Clause L22.08.1, the Board shall provide a top-up benefit as a supplement to the Teacher's Employment Insurance benefits following the waiting period noted in Clause L22.08.1 or, when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the Teacher's Employment Insurance benefits and 100% of the Teacher's regular weekly earnings. The Teacher will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the Teacher's sick leave account for this six (6) week period.

L22.08.3

A Teacher whose pregnancy terminates after the first nineteen weeks of pregnancy shall be entitled to payment under the SEB plan provided the Teacher meets the requirements outlined in Article L22.08.

Not Utilizing Employment Insurance

See Part A: Central Terms [C10.2 Pregnancy Leave](#)

Hospitalization of Newborn

L22.09

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

Absence Due To Birth or Adoption

L22.10

For absence occasioned by the birth or adoption of a 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 Member's sick leave credit account.

L – ARTICLE 23 – DEFERRED SALARY LEAVE PLAN

L23.01.1

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.

L23.01.2

Participation in this plan should be granted, subject to clauses L23.01.1 and L23.03 to any Teacher who has at least three (3) years service with the Board as a contract Teacher.

L23.01.3

The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on a Teacher's pension plan provisions or income tax implications. This plan must comply with current Canada Customs and Revenue regulations.

L23.01.4

A Review Committee will be established, consisting of the Senior Administrator Responsible for Human Resources or designate, and the Bargaining Unit President or designate.

Types of Leaves

L23.02.1

- (a) The deferred salary leave plan shall afford a Teacher the opportunity to enter into an agreement with the Board to take a one (1) year deferred salary leave in year three (3), four (4) or five (5) of an individual's five (5) year agreement. In each year of the plan in which the Teacher works, the Teacher agrees to be paid eighty percent (80%) of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods. The remaining twenty percent (20%) shall be deposited into an account in the Teacher's name.
- (b) Effective September 1, 2009, the deferred salary leave plan shall afford a Teacher the opportunity to enter into an agreement with the Board to take a one (1) year deferred salary leave in the final year of the individual's agreement. In each year of the plan in which the Teacher works, the Teacher agrees to be paid a pro-rated amount of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods. The remaining percentage of salary shall be deposited into an account in the Teacher's name.

L23.02.2

- (a) Where the leave is taken in the year five (5) of the plan, the Teacher shall be paid the amount in the deposit account plus any accrued interest.
- (b) Effective September 1, 2009, payment in the year of leave shall be paid out based on accrued funds plus remaining accrued interest in bi-weekly installments.

L23.02.3

- (a) Where the leave is taken in the years three (3) or four (4), the Teacher shall receive payment at the same rate as year two (2) of the plan.
- (b) Effective September 1, 2009, a Teacher must take a consecutive block of time for the teacher-funded leave and the leave time can only be taken at the end of the plan.

L23.02.4

The Review Committee may consider and recommend an individual deferred salary leave plan which differs from the standard four (4) over five (5) plan. Such leaves will occur in the last year, or portion of the year, of the plan. During the duration of the plan, the Teacher agrees to be paid the pro-rated amount of the salary normally paid to the Teacher according to the Collective Agreement in effect for those periods.

Application

L23.03.1

Written application received by March 15 shall be considered by the Review Committee by April 15 of the year of application. The granting of such a leave shall be governed by the following criteria:

- (a) the Teacher is unlikely to be declared surplus during the term of the individual's plan;
- (b) the Teacher must declare that, except in emergency circumstances, the Teacher intends to serve the Board to the completion of the term of the individual's plan;
- (c) program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- (d) in any one (1) year, the Board may allow up to ten (10) deferred salary leaves in addition to the projected number of Teachers surplus to the system in that year;
- (e) such other criteria as deemed by the Review Committee to be appropriate in the individual circumstances.

L23.03.2

Acceptance or rejection of the application shall be in writing, setting out the terms and conditions of the leave or explaining the reasons for denial.

Financial Provision

L23.04.1

The Teacher shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the Teacher's account shall be the current rate for the savings account at the bank used by the Board, and be compounded and credited on each pay date. A statement of the Teacher's account will be issued at the end of each year. Such a statement shall be made available upon written request by the Teacher.

L23.04.2

During the life of the deferred salary leave plan, the Teacher's employee benefits shall be maintained by the Board and the Teacher concerned, in accordance with the Collective Agreement in effect, as if the Teacher were receiving one hundred percent (100%) of the Teacher's salary.

L23.04.3

If, upon conclusion of the individual Teacher's leave plan, the Teacher's account (clause L23.04.1) 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 L23.04.1, shall be paid by the Teacher in a manner mutually agreeable to the Board and the Teacher.

Additional Conditions and Terms of Reference

L23.05.1

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.

L23.05.2

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

L23.05.3

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.

L23.05.4

A Teacher may apply in writing to the Board to withdraw from the plan any time prior to March 15 of the year in which the leave is to take place. Upon acceptance of the reasons for withdrawal and within sixty (60) days of receipt of the application to withdraw, the Board shall repay to the Teacher any monies accumulated, plus interest owed minus an administration fee of \$100.00. The reimbursement may be deferred (interest free) upon request of the Teacher.

L23.05.5

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.

L23.05.6

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 L23.04.3 and the administration fee if applicable.

L23.05.7

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.

L23.05.8

During the deferred salary leave, the Teacher may engage, subject to Federal and Provincial Regulations, in such plans of education and employment as the Teacher chooses.

L23.05.9

Upon return from leave, a Teacher shall be placed in a similar position in the same school, subject to L – Articles 20 (Leaves of Absence without Pay) and 27 (Lay-off, Recall and Surplus to School).

L23.05.10

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.

L – ARTICLE 24 – UNION RELEASE TIME/LEAVE**L24.01.1**

The Bargaining Unit President shall be granted full time release. The Board shall pay the entire cost of the President's salary and allowances as outlined in L – Article 10 and the cost of the replacement Teacher. The Bargaining Unit shall reimburse the Board in an amount equal to sixty-seven percent (67%) of the minimum of Category A2 plus sixty-seven percent (67%) of the cost of any allowances paid.

L24.01.2

The Bargaining Unit Vice-president shall be granted full time release. The Board shall pay the entire cost of the Vice-president's salary and allowances as outlined in L – Article 10 and the cost of the replacement Teacher. The Bargaining Unit shall reimburse the Board in an amount equal to one hundred percent (100%) of the minimum of category A2 plus one hundred percent (100%) of any allowances paid.

L24.01.3

Effective September 1, 2009, at the discretion of the Union, a third officer may be released up to full time. The Board shall pay the entire cost of the released officer's salary and the cost of the replacement Teacher. The Bargaining Unit shall reimburse the Board in an amount equal to one hundred percent (100%) of the minimum of category A2 plus one hundred percent (100%) of any allowances paid.

L24.01.4

The Board shall pay a responsibility allowance to the President of the Union as determined by the Union. The Board shall contribute to the allowance by paying 1.2% of

category A4 maximum step of the current salary grid defined in Article L10.04.4 per annum. The Union shall reimburse the Board for the remaining cost of the allowance.

L24.01.5

The Board shall pay a responsibility allowance to the Vice President of the Union as determined by the Union. The Board shall contribute to the allowance by paying 0.9% of category A4 maximum step of the current salary grid defined in Article L10.04.4 per annum. The Union shall reimburse the Board for the remaining cost of the allowance.

L24.02

The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignments.

L24.03

In addition to the persons released in Article L24.01, at the request of the Union, the Board shall release members of the bargaining unit's negotiating team from teaching duties subject to the following:

- (a) the Board will allow to the Union the equivalent of ten (10) teaching days release time per school year at Board expense to be used for purposes related to negotiations;
- (b) should the Union require more than the ten (10) days mentioned above, the Board shall provide further leave and the Union shall indemnify the Board with respect to its actual costs, if any, in replacing any Teacher released for these purposes.

L24.04

In addition to the persons released in Article L24.01, the Board may grant further release time from teaching duties for additional members of the Union. The Union shall reimburse the Board for its actual replacement costs, if any. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

L24.05

The Board shall grant a leave of absence to a Teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.

L24.06

A Teacher returning from a Union leave has the right to be assigned to the same position held prior to going on leave, if available, and subject to L – Article 27.

L24.07

Employees released under clauses L24.01, will notify the Board of the net sick days used for that year. Such notification will be provided at the end of each school year. It is understood that “net sick days” for the purpose of this clause, means sick days used minus those days that the employee worked on a day that otherwise would not be a regular working day for the employee. It is understood that “net sick days” shall not increase the number of sick days credited to the affected individual’s sick leave account over and above the regular entitlement.

L – ARTICLE 25 – RETIREMENT GRATUITY

See also Part A: Central Terms [APPENDIX A – RETIREMENT GRATUITIES](#) and [RETAINED L – ARTICLE 25 – RETIREMENT GRATUITY](#)

L – ARTICLE 26 – SENIORITY**L26.01**

The Board, in conjunction with the Bargaining Unit, shall prepare a list which ranks, in decreasing order of seniority, all elementary Teachers within this bargaining unit. A Teacher employed exclusively as an Occasional Teacher shall not be included on the list. The list will be compiled by March 1 of each year and shall include credit to June 30 of the same year.

L26.02

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

L26.03

- (a) For a Teacher hired by the Board after January 1, 1998, seniority shall be the total length of employment with the Board, as an elementary Teacher, other than as an Occasional Teacher. A Teacher who teaches a full year for less than full-time shall receive a full year’s credit for seniority. A Teacher must submit proof of prior service with the Board or predecessor Boards as an elementary Teacher, other than as an Occasional Teacher, to the Board within three months of being hired, in order to receive seniority credit for previous service. The three-month time line may be extended provided that the Teacher has notified the Board that s/he is attempting to obtain proof of previous service.
- (b) For a Teacher hired by the Board after August 31, 2016, seniority shall be the total length of continuous employment with the Board, as an elementary Teacher, other than

as an Occasional Teacher. A Teacher who teaches a full year for less than full-time shall receive a full year's credit for seniority.

Seniority for Retired Teachers

L26.03.1

Notwithstanding Article L26.03, a retired Teacher who has been hired by the Board shall receive no seniority credit for previous service.

Seniority List

L26.04

A copy of the list shall be forwarded to the President of the Union no later than March 1 of each school year. The Board/Administrator shall forward a copy electronically and/or provide a link for elementary Teachers to access.

L26.05

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

L26.06.1

For Teachers hired prior to May 28, 2003:

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

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

L26.06.2

For Teachers hired on or after May 28, 2003:

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

- (a) total length of employment as an elementary Teacher, including as a long term occasional Teacher, based on the information provided by the Teacher in accordance with Article L10.07, with a public school board in Ontario, and where that is equal;
- (b) total length of employment as a secondary Teacher, other than as an Occasional Teacher, with Upper Grand District School Board or its predecessors, and where that is equal;
- (c) by lot conducted by both parties.

L26.07

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

L26.08

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

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

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

L – ARTICLE 27 – LAY-OFF, RECALL AND SURPLUS TO SCHOOL**Notice of Possible Lay-Off****L27.01.1**

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

L27.01.2

Staffing levels will be adjusted based on actual enrolment by the second Friday following Labour Day. Any resulting staff adjustment will be made forthwith.

L27.02

Whenever the total number of Teachers employed exceeds the number of Teachers required, the aforementioned notice shall include the name of every Teacher who may be laid off. A copy of the notice shall be given to the Union.

Lay-Off**L27.03**

Teachers shall be laid off in reverse order of seniority. A layoff may be full or partial. However, the Board may retain on staff a Teacher who has FSL, Library, Design and Technology or Special Education qualifications or any other area in which qualification may be required by provincial regulation in place of a Teacher with higher seniority.

Notwithstanding the above, the District Staffing Committee will make the determination to lay off the Teacher with the lower seniority if the Teacher with higher seniority guarantees to become qualified in the necessary program prior to the beginning of the next school year.

Individual Notice

L27.04

Every Teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore. Such notice shall be given on or before April 15.

Recall

L27.05

A Teacher who has been laid off shall have and shall retain for a period of two (2) school years the following rights:

- (a) the right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return;
- (b) the right to access a copy of all notices posted in schools, or given to other Teachers, respecting terms and conditions of employment, including job postings and seniority lists;
- (c) the right to continue to participate in the extended health and dental benefit plans, provided the Teacher on lay-off pays the total cost of such plans. This right shall continue until the Teacher is employed elsewhere or the Teacher is no longer on the recall list.

L27.06

A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment for the remainder of their period of recall.

L27.07

A recall notice shall be made to the Teacher by personal phone call, which would be subsequently confirmed in writing, or by email at the Board's discretion. Teachers shall complete the Surplus/Layoff Preferences Form and ensure that the information provided is kept up-to-date.

L27.08

A Teacher shall have two business days following the telephone call being made, or the registered email being sent, to accept or decline the recall. The Board shall make every reasonable effort to make personal contact with the Teacher or designate. A Teacher has the right to one refusal of recall to a position for which the Teacher is qualified. Refusal of a second offer of recall to a position for which the Teacher is qualified will

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

For clarity, a teacher may designate a person to act on their behalf regarding acceptance or refusal of a recall position.

L27.09

A Teacher who was on a part-time assignment at the time they were laid-off shall be recalled to a part-time assignment only.

L27.10

A Teacher who was on a full-time assignment shall be recalled to either a full-time or a part-time assignment, provided that a Teacher who had a full-time assignment shall have the right to refuse a part-time assignment without losing their right to recall.

Leave for Upgrading or Retraining

L27.11

At the time of recall, a Teacher who is enrolled in an educational upgrading course which prevents them from assuming the duties of a position offered by the Board shall be assigned to the available position and shall be granted an unpaid leave of absence for the duration of the course.

Occasional Teacher Assignments

L27.11.1

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

L27.11.2

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

L27.11.3

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

Teacher Surplus to a School

L27.12

"Teacher Surplus to a School" means a Teacher for whom no position is available within their existing school but for whom a position may exist within the Board.

L27.13

A Teacher may be declared surplus to a school if:

- (a) the school is closed; or
- (b) the legal requirements for program are satisfied and they are the lowest in the school on the Board seniority list.

L27.14

For the purpose of declaring Teachers surplus to a school, a Teacher is considered to be part of the school staff they left to go on leave for up to two years provided notice of intent to return is submitted to the Principal prior to March 15 in the year preceding their return.

L27.15

The Board shall determine the Teachers who shall be declared surplus to a school. A Teacher declared surplus to a school shall be notified in writing as to why they are declared surplus. This notification letter will be provided prior to April 30 for staffing under clause L27.01.1 or at least five working days prior to a staffing adjustment under clause L27.01.2 and L27.03. A copy of this letter shall be sent to the President of the Union Local.

L27.16

- (a) Where a Teacher is declared surplus to a school during the initial stages of staffing, and where a position becomes available at that school prior to the completion of the staffing process as defined in L13.02.4(a), they shall be maintained at the school provided that they have, or can be reasonably expected to attain, the necessary qualifications and the Teacher prefers to remain at the school.
- (b) Notwithstanding the above, if a teacher accepts a transfer in accordance with Article L13.02.4 (a), the teacher shall not be maintained at the school from which the Teacher was declared surplus.

L27.17

If a position does not become available in their home school, and after consultation with the Teacher, the Board shall make every reasonable attempt to assign that Teacher to a school in that same family of schools.

Area Reorganization

L27.18

The procedure described in Article L27.18 shall precede the normal staffing process described in Article L13.02.4.

L27.18.1

When

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

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

L27.18.2

A Teacher at a school affected by closure or boundary change shall be declared surplus to school in accordance with Clause L27.13. When more than one school is transferring students to the same receiving school due to a closure or boundary change, the Teachers surplus to the affected schools shall be placed on a temporary blended seniority list.

L27.18.3

The net surplus shall be the Teachers on the list created in Clause L27.18.2 for whom no positions are available at the receiving school(s). The Teachers declared surplus shall be those with the least seniority provided legal requirements for program are satisfied. Such Teachers shall be placed according to the normal staffing process as described in Clause L13.02.4.

L27.18.4

A Special Transfer List shall be established consisting of those Teachers on the list created in Clause L27.18.2 for whom a vacancy is available at the receiving school(s).

L27.18.5

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

L27.18.6

When a school is receiving students from a school or schools affected by closure or a boundary change, placement of Teachers on the Special Transfer List into vacancies in accordance with Clause L27.18.1 shall be determined, in order of seniority, by the Principal. Assignments shall be determined taking into consideration student needs, program needs and the Teacher's assignment preference.

L27.18.7

When there is more than one school receiving students from a school affected by closure or boundary change, placement of Teachers on the Special Transfer List into vacancies in accordance with Clause L27.18.1 shall be determined, in order of seniority, by the Principals of the receiving schools. Assignments shall be determined taking into consideration student needs, program needs and the Teacher's assignment preference.

L27.18.8

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

L27.18.9

Any Teacher at a school affected by an area reorganization as per Article L27.18 may apply for a transfer in accordance with L – Article 6 or a vacancy in accordance with L – Article 5.

L27.18.10

Vacancies that are not filled as a result of the process delineated in Article L27.18 will be filled according to the normal staffing process as described in Clause L13.02.4.

L27.18.11

A meeting shall be held as soon as possible after a decision has been made to reorganize an area as described in Article L27.18. The meeting shall be attended by the Principals, or Vice-Principals, and School Stewards of the affected schools, a Superintendent and the Union President or designate. The meeting shall be open to all bargaining unit members from the affected schools. Procedures for the allocation of staff shall be explained.

Surplus of Staff Centrally Allocated**L27.19**

- (a) When there is a reduction in centrally assigned staff who are attached to a school, the affected bargaining unit member(s) shall be declared surplus to the centrally assigned position and returned to their school. Regular Staffing Procedure under Article L13.02.4 (a) shall apply.
- (b) When there is a reduction in centrally assigned staff who are not attached to a school, bargaining unit members within individual departments shall be declared surplus as though surplus to school. The bargaining unit member shall be placed in accordance with Article L13.02.4(a)(iv) System Responsibility Return from Leaves. Every attempt shall be made to place the member in the same family of schools from which they came.

L – ARTICLE 28 - PART-TIME ASSIGNMENTS**Definition of Teacher on Part-Time Assignment****L28.01**

A Teacher on part-time assignment is a Teacher employed on a regular basis for other than full-time duty.

Increase in Teaching Time

L28.02

Where a vacancy exists, a Teacher who requests an increase in time shall have it granted during the staffing process, provided the following criteria are met:

- the Teacher is qualified for the vacancy;
- the vacancy corresponds with the information on the Teacher's Increase in Time Form;
- Part-time assignments align with the Teacher's working schedule;
- the Teacher's most recent Teacher Performance Appraisal was successful;
- the Teacher is not actively participating in an Improvement or Enrichment Plan;
- the Teacher has not had a disciplinary suspension within the last two (2) years.

Increases will be considered in order of seniority. Applications for an increase in time shall be in writing on the appropriate form to the Executive Officer of Human Resources or designate by March 15 to become effective the following September 1.

Part-Time Leave

L28.03

- (a) A Teacher who, prior to March 1, requests a part-time leave commencing the following school year may have the request granted.
- (b) A Teacher who requests and is granted a part-time leave for a specified period will return to their full entitlement at the end of the leave period. For clarity, part-time refers to the FTE of the leave.
- (c) A Teacher may apply prior to March 1 for an extension of the Teacher's part-time leave and such extension may be granted.
- (d) On return to their assignment, the Teacher has the right to continue to be a member of the staff of the school in which the Teacher had a part-time assignment, subject to the lay-off procedures in L – Article 27.

Scheduling of Assignments/Duties

L28.04.1

For part time Teachers, the Board shall schedule assignments consecutively during the working day. The Board may schedule assignments non-consecutively only with the consent of the Teacher and the Union.

L28.04.2

Duties for a part-time Teacher shall be pro-rated.

L – ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE

See also Part A: Central Terms [C4.00 CENTRAL GRIEVANCE PROCESS](#)

Definition of Grievance

L29.01

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

Grievance Procedure

L29.02

If a Teacher is unable to resolve by informal discussion with a supervisor appointed by the Senior Administrator Responsible for Human Resources or designate any complaint or question as to the interpretation, application, administration or alleged violation of this agreement, the Union on behalf of the Teacher may lodge a grievance as herein provided.

L29.03

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

L29.04

Each party to the grievance may elect to be assisted by a local representative of its respective organization at Steps 1 and 2 of the grievance procedure. At Step 3 each party to the grievance may elect to be assisted by a local and/or provincial representative of its respective organization.

L29.05

All notices, reports and decisions shall be made in writing to the parties concerned, and may be delivered personally or sent by email.

L29.06

The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made. It is understood that Article L29.07 shall not apply to closed sessions of the Board or of the Union.

L29.07

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.

L29.08

If at any stage of the grievance procedure the grievance is not processed by the grieving party in compliance with the time limits fixed herein, the grievance shall be deemed to have been abandoned.

L29.09

If at any stage of the grievance procedure the party against whom the grievance has been lodged fails to adhere to the prescribed time lines, the grievance shall immediately proceed to the next Step.

L29.10

Notwithstanding any other clause in this article, one or more of the Steps of the grievance procedure may be omitted, or the time lines extended, by written mutual consent of the parties, in respect of the processing of a particular grievance.

L29.11

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

L29.12

A Teacher who is required to be in attendance at any stage of the grievance procedure shall not suffer loss of pay nor seniority nor credit for teaching experience.

Steps of the Grievance Procedure**L29.13*****STEP 1***

A grievance must be submitted in writing to the Executive Officer of Human Resources or designate within fifteen (15) school days of the time the grievor became aware of the circumstances giving rise to the grievance or of the date when the event could reasonably have been detected. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall respond to the grievance with a written decision and reason or reasons therefore, within ten (10) school days of the meeting.

L29.14***STEP 2***

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days of the response from the Executive Officer of Human Resources or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. The Director of Education shall respond to the grievance with a written decision and reason or reasons therefore within ten (10) school days of the meeting.

L29.15

STEP 3

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

Grievance Mediation

L29.16

At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time-frame in which the resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other part indicating that the grievance procedure shall continue from the point at which they are frozen.

Arbitration - Single Arbitrator

L29.17

When either party requests, a grievance may be submitted to a single arbitrator. The request shall be conveyed in writing to the other party, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating its agreement of arbitrator or suggesting another arbitrator. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

L29.18

The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

Board of Arbitration

L29.19

With the agreement of both parties a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator

Powers of the Board of Arbitration

L29.20

An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*.

Decision of the Board of Arbitration

L29.21

An arbitration board shall give a decision after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

Expenses of the Arbitrator or Board of Arbitration

L29.22

Both Parties agree to pay one-half ($\frac{1}{2}$) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties' respective appointees and one-half ($\frac{1}{2}$) of the fees and expenses of the chair of the arbitration board.

L – ARTICLE 30 - STRIKE OR LOCKOUT

Strikes and Lockouts

L30.01

The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

Strike by Other Board Employees

L30.02

No Teacher shall be requested or required to perform the duties of any other Teacher or employee of the Board who is engaged in a strike or lockout.

L – ARTICLE 31 - UNION REPRESENTATIVES

L31.01

The Union shall notify the Board in writing of the names of persons elected to office in the Union and of School Stewards authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union.

L31.02

The Board shall provide the Union with access to the Board's internal communication services in order to conduct Union business. The Board shall also provide the School Steward in each school or workplace with access to a telephone, fax machine, if available, and a photocopier.

L31.03

The Board shall provide the School Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

L31.04

The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. It is understood that any additional custodial costs incurred by the Board as a result of making meeting space available to the Union shall be borne by the Union.

L31.05

School Stewards at each workplace shall be granted reasonable time during the school day, exclusive of recess, the lunch period and preparation time, to perform Union duties, including processing grievances, without loss of pay or any other entitlement. Such granting of time shall not be unreasonably withheld. It is understood that the costs incurred as a result of releasing a School Steward to do Union business shall be borne by the Union.

L31.06

The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

School Budget**L31.07**

Upon the request of a Teacher, the Principal shall review with the School Steward the allotment and allocation of the school budget funds.

L – ARTICLE 32 - CORRESPONDENCE**L32.01**

All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Senior Administrator Responsible for Human Resources or designate, and to and from the President of the Union or designate.

L – ARTICLE 33 - PROFESSIONAL DEVELOPMENT

Professional Development Allowance

L33.01

- (a) The Board shall pay a professional development allowance to the Union in the amount of \$50,000 per year by October 15, to be remitted to the Union to be spent on professional development for its members. The Union shall submit a written report and a general accounting of funds to the Board annually, on or before September 30 of the following school year.
- (b) Effective September 1, 2009, the Board shall pay a professional development allowance to the Union in the amount of \$70,000.00 per year by October 15, to be remitted to the Union to be spent on professional development for its members. The Union shall submit a written report and a general accounting of funds to the Board annually, on or before September 30 of the following school year.

L – ARTICLE 34 - DURATION AND RENEWAL

Local Language L34.01-L34.03 Superseded by Part A: Central Terms, see [C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL](#)

Remains in Effect until Notice Given

L34.01

This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days nor more than ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L34.02

Notwithstanding the period of notice cited in Clause L34.01, either party may notify the other, in writing within the period commencing March 1 and ending July 31 in the year in which the Agreement expires that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L34.03

If either party gives notice of its desire to negotiate amendments in accordance with Article L34.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for renewal of the Agreement in accordance with the Ontario Labour Relations Act.

L34.04

See also Part A: Central Terms [C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL](#)

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

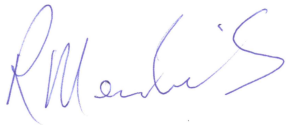
Signatures

Dated at Guelph, Ontario this 27 day of January, 2025.

On behalf of the Upper Grand District
School Board



Peter Sovran Director of Education / CEO

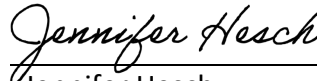


Ralf Mesenbrink
Chair of the Board

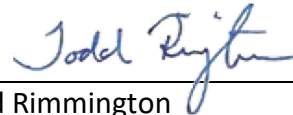
On behalf of the Elementary Teachers'
Federation of Ontario, Upper Grand Local



Krista Pedersen
ETFO Local President



Jennifer Hesch
ETFO Local Vice-President/Chief Negotiator



Todd Rimmington
ETFO Provincial Chief Negotiator



Sabrina Sawyer
ETFO Deputy General Secretary

L – APPENDIX A: June 12, 2013 Memorandum of Understanding – Long Term Disability

See [L18.02 Long Term Disability](#) and Part A: Central Terms [C5.9 Long Term Disability \(Employee-Paid Plans\)](#)

Long Term Disability

The ETFO shall be the policyholder of the Provincial ETFO Long Term Disability Plan (LTD). The Board shall provide all data, related to the LTD Plan, as requested by the ETFO selected carrier.

The ETFO shall determine the design of the LTD Plan, the terms and conditions of the plan and the selection of the carrier.

All ETFO Teacher Bargaining Unit members who are permanent employees, including members who are on an approved leave of absence, are eligible and shall participate in the LTD Plan as a condition of their employment subject to the terms of the ETFO LTD plan administered by OTIP.

Only teachers who have reached the LTD policy termination (based on age, pension eligibility or eligible to participate in the LTD plan), have submitted formal notice of retirement, and are within the waiting period to be eligible for termination of premium and prefer to opt out of the LTD plan are considered ineligible.

The Provincial ETFO LTD plan shall commence September 1, 2013.

The teacher shall be responsible for one hundred percent (100%) of the LTD premiums.

The Board shall provide a list of members receiving LTD benefits as at the date of the implementation.

The appended letter “Permission to Release Experience Information”, forms a part of this agreement, and outlines the obligations of the Board and/or its agent to disclose the specified information.

The Board shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A) Enrolment/Eligibility Administration

- i) provide all teachers with written or online LTD coverage information as provided by ETFO and/or OTIP;
- i) enroll all eligible teachers into the LTD plan;
- ii) inform teachers going on an approved leave of absence through written or online information provided by ETFO and/or OTIP of their obligation to maintain LTD coverage during the approved leave and the process for deductions while on

- an approved leave of absence;
- iii) keep all records updated and submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- iv) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by ETFO and OTIP.
- v) where a payroll feed administration is jointly selected by the Local and Board this practice will continue. (submission of the required eligibility/enrolment information and data format defined by OTIP).

B) Premium Administration

- i) make payroll deductions;
- ii) make monthly payroll remittance based on the LTD premium contribution and insured salary provision within thirty (30) days in the manner prescribed by the ETFO Provincial LTD Plan;
- iii) submit all payroll deductions (premiums) along with the required supporting information defined by ETFO and the Teacher Bargaining Unit (i.e. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iv) collect and submit appropriate premiums from eligible teachers for LTD coverage while on approved leave of absence;
- v) support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C) LTD Claims Administration

- i) support, complete and submit the Plan Administrator Statement as required by the plan provisions in the LTD claims process
- ii) provide ETFO members with the claim kits where the Teacher Bargaining Unit and the Board mutually agree;
- iii) provide notification of prolonged absences after 15 consecutive working days to the designated ETFO Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- iv) support the mandatory early intervention process by providing contract information where required;
- v) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- vi) provide teachers with the appropriate claims applications in the event of disability;
- vii) support return to work plans for teachers returning from disability including job description, scheduling and salary information

All of the above requirements in A, B and C above must be performed within the contractual and administrative timelines established for the Provincial ETFO LTD Plan.

D) ETFO and OTIP are required to:

- i) provide LTD insurance to eligible ETFO teachers;
- ii) provide the master policy to the Board;
- iii) provide claims kits to the Board that provide supporting information about the administrative procedures;
- iv) communicate any changes to the LTD Plan including premium rates to teachers and the Board on a timely basis;
- v) provide access to teachers on the LTD coverage information
- vi) develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by ETFO and OTIP;
- vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and ETFO LTD Services.
- viii) participate along with the Board and OTIP in return to work plans.

The ETFO shall assume all other administrative functions of the LTD Plan.

L – APPENDIX B: UGDSB Workplace Early Intervention Program (WEIP)

PURPOSE STATEMENT

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

OVERVIEW OF THE PROGRAM

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.

Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence.

The WEIP Coordinator reviews available information and may request that the employee have their physician or therapist complete a form which details functional limitations.

Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs they may have.

Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and:

- if medical status is not improved/stable, makes a note to follow up in the future, or;
- if appropriate, notifies the Principal/Supervisor to work with the employee, as well as the WEIP Coordinator, if applicable, to develop a return to work plan which sets out duties and working hours/days as well as time targets, and/or;
- consults with the Benefit Coordinator to decide whether an LTD application package should be provided to the employee.

Employee returns to work and the return to work plan is implemented, if applicable. The Principal/Supervisor and/or the WEIP Coordinator monitor the plan to ensure everything is progressing on schedule. The employee notifies the Principal/Supervisor or the WEIP Coordinator immediately if there are any concerns emerging.

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

In the event that the employee has a permanent impairment and cannot return to their regular,

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

PROCEDURES

FOLLOW-UP PROCESS

When an employee is absent from work, they are responsible for developing a schedule for ongoing contact with the Principal/Supervisor, and to call in or meet with the Principal/Supervisor at the agreed upon times. The purpose of the contact is to maintain a workplace connection, by keeping the employee up-to-date with events at the workplace and to remind the employee about the program. In addition, the employee will be responsible for providing information about any-expected limitations or return to work assistance that may be necessary. An employee may, at any time choose to maintain contact with the Early Intervention Program Coordinator directly.

If an employee has been absent for a period of 5 or more working days, the Principal/Supervisor will notify the Program Coordinator. The Principal/Supervisor will continue to be responsible for maintaining contact with the employee thereafter, and to keep the Program Coordinator up-to-date.

In the event the employee notifies the Principal/Supervisor of a planned absence for medical reasons, the Principal/Supervisor should notify the Program Coordinator right away. This will allow for early return to work planning to begin, even before the employee misses the first day of work.

DETERMINING THE FEASIBILITY OF RETURN TO WORK

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

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

RETURN TO WORK:

Return to Regular Duties:

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

Return to Modified Duties:

In other situations, the employee will not be able to return to their pre-disability job right away, but will be capable of performing work that is suitable to the limitations or restrictions which might result from the disability. In these situations, return to work assistance may be necessary to help build strength and stamina to prepare for return to regular duties. Return to work assistance may include any or all of changed duties, reduced hours or changed shifts.

- a) For straightforward situations the Principal/Supervisor and the employee may simply agree on and implement the required modifications. The Principal/Supervisor is responsible for letting the Program Coordinator know about the assistance that has been provided, and for how long. The Principal/Supervisor will also be responsible for monitoring the employee's progress regularly throughout the period of assistance and for several days after return to regular duties to ensure there are no concerns.
- b) For more complex situations, the Program Coordinator will work with the Principal/Supervisor and the employee to design and implement a return to work plan. The employee has the right to request the involvement of their collective bargaining agent in these discussions. The resulting plan will be documented and signed by the employee, Principal/Supervisor and the Program Coordinator. The Principal/Supervisor and employee are responsible for implementing the plan and monitoring the employee's progress. Where concerns arise, the Program Coordinator will be notified by the employee or Principal/Supervisor and will assist, as necessary, in resolving the concern(s).

Infrequently, an employee will be permanently disabled and will never be able to return to their regular, pre-disability job. In these situations, the Program Coordinator will be responsible to work with the Executive Officer of Human Resources and other appropriate parties to seek alternate job duties for the employee, in accordance with standard Board of Education policy.

Involvement of External Parties:

The WEIP Coordinator will:

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

MAKING APPLICATION FOR LONG TERM DISABILITY

Benefits staff in Human Resources will identify when an employee has been absent for a period which approximates one-half the LTD qualifying period. In consultation with the WEIP Coordinator, they will determine when it is appropriate for the employee to complete an application for LTD benefits and will provide a package to the employee.

Completed LTD applications may be forwarded by Human Resources staff or sent directly to OTIP, who will be responsible to forward the application to the insurer and to follow up on any missing information. In addition, OTIP will monitor the insurer's decisions and will assist the LTD applicant as necessary.

The WEIP Coordinator will represent the Board at regular case review meetings with the insurer, OTIP, WSIB, etc., as applicable. The goal of the meetings is to provide updates to all parties on the progress being achieved by employees who are absent, are on modified work programs and/or are on disability benefits.

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Criminal Records Check

The parties agree that:

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

Signed at Guelph, this 22nd day of May, 2003.

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Data for District Staffing Committee

The parties agree that:

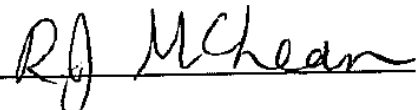
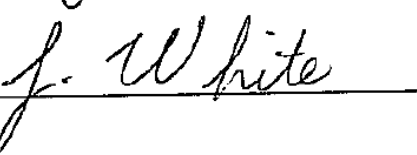
In order to execute staffing procedures during District Staffing Committee meetings, the Board shall provide Union representatives on this Committee with access to the same data and information as Principal representatives.

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

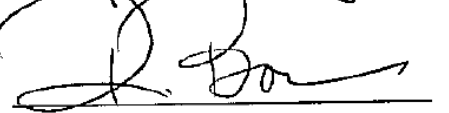
It is understood that this information must be kept in strict confidence and shall not be released to individuals outside of the staffing committee without the prior approval of the Board.

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

For the Union

For the Board

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

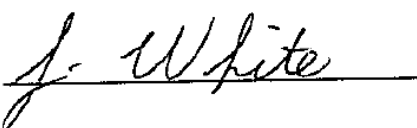
Re: In The Event Of A Pandemic

The parties agree that:

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

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

For the Union

For the Board




L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Laid-Off Teachers Filling Leaves of Absences

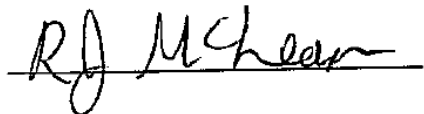
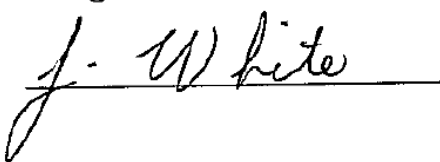
The parties agree that:

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

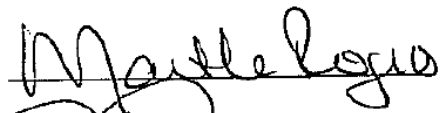
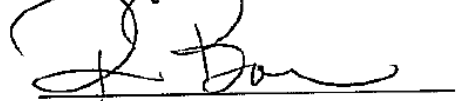
It is understood that L – Article 27 of the Collective Agreement (Lay-Off, Recall and Surplus to School) shall continue to apply and be used as the basis for implementing this process.

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

For the Union

For the Board

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

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

The parties agree that:

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

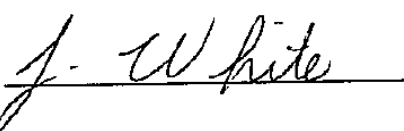
2009-10: by 0.1 below the 2008-09 Grade 4-8 average class size;
2010-11: by 0.2 below the 2008-09 Grade 4-8 average class size;
2011-12: by 0.3 below the 2008-09 Grade 4-8 average class size;
Aug 31, 2012: by 0.5 below the 2008-09 Grade 4 -8 average class size.

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

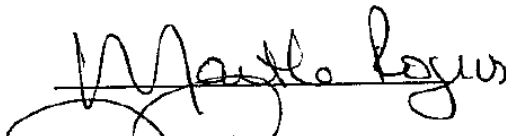
The parties agree that the 2008-2009 Grade 4 to 8 average class size from which the reductions shall be made is 25.7.

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

For the Union

For the Board




L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Reporting Insurable Hours

The parties agree that:

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

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

For the Union

RJ McLean
J. White

For the Board

Martha Rogers
R. B.

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Teacher Coaches

The parties agree that:

A Teacher appointed to the position of a teacher Coach shall be paid, in addition to the salary in accordance with clause L10.04, an allowance for additional responsibility based on the number of years experience as a Coach in accordance with the following:

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

YRS	Sept. 1, 2021	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
0	\$1,837.86	\$1,837.86	\$1,837.86	\$1,837.86	\$1,837.86
1	\$2,087.80	\$2,087.80	\$2,087.80	\$2,087.80	\$2,087.80
2	\$2,336.67	\$2,336.67	\$2,336.67	\$2,336.67	\$2,336.67

- (b) At the end of the term, if the term is not renewed, the member shall be placed in the same school in which the member was employed prior to becoming a Coach (subject to L – Article 27 – Lay-off, Recall and Surplus to School) with the member’s consent. Otherwise, the member shall be placed in accordance with Article L13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which they came.
- (c) In the event that the term is extended for any period of time beyond the initial three (3) year term, at the end of that time the member shall be placed in accordance with Article L13.02.4(iv) System Responsibility Return from Leaves and every attempt shall be made to place the member in the same family of schools from which they came.

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

For the Union

RJ McLean

J. White

For the Board

Martha Lyons

R. Don

L – LETTER OF AGREEMENT
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Summer Vacancies

The Board and Union agree to meet to review the processes associated with the filling of summer vacancies.

Signed at Guelph, this 11th day of July, 2016.

For the Union

A. Barbeau
L. Hammond

For the Board

Martha Rogers
Mark Baird

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: French Staffing Review

The issues related to retention of Teachers and staffing of French Teaching positions will be referred to a labour management meeting(s).

Signed at Guelph, this 11th day of July, 2016.

For the Union

G. Barbours
L. Branda

For the Board

Mantle Rogers
Mark Barry

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Committee on Area Reorganization

The Board and Union agree to establish a committee to examine issues related to area reorganizations. The issues addressed will include but not be limited to:

- Surplus procedure, including consideration of voluntary surplus procedures
- School openings
- School closures
- Boundary changes
- Accommodation reviews

The purpose is to assist the Board in the development of a protocol. The first meeting is to occur no later than sixty (60) school days following the ratification of the local agreement. Up to three (3) members of the Bargaining Unit shall be permitted to attend this committee without loss of salary or benefits. The Board shall pay the replacement cost, where necessary, for a Teacher attending a meeting of this Committee.

Signed at Guelph, this 11th day of July, 2016.

For the Union

G. Barboew
L. Hammond

For the Board

Martha Rogers
M. B. King

L – LETTER OF UNDERSTANDING
between
UPPER GRAND DISTRICT SCHOOL BOARD
and
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
UPPER GRAND LOCAL

Re: Committee on Communicable Diseases

The Board and Union agree to establish a bargaining unit specific committee to examine issues related to communicable diseases. The issues addressed will include but not be limited to:

- Notification
- Accommodation
- Communication
- Measures to reduce exposure

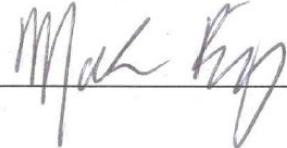
The purpose is to assist the Board in the development of a protocol. The first meeting is to occur no later than sixty (60) school days following the ratification of the local agreement. Three (3) members of the Bargaining Unit shall be permitted to attend this committee without loss of salary or benefits. The Board shall pay the replacement cost, where necessary, for a Teacher attending a meeting of this Committee.

Signed at Guelph, this 11th day of July, 2016.

For the Union




For the Board

RETAINED LANGUAGE

RETAINED FROM L-ARTICLE 18 – BENEFITS PLANS

Long Term Disability

L18.07

- (a) The Union on behalf of the Teachers shall negotiate with an insurance carrier an LTD plan.
- (b) All premium costs shall be paid by the Teachers through payroll deduction.
- (c) The Union shall select the carrier.
- (d) There shall be no escalator clause in the LTD plan. The escalator clause for employees who began receiving benefits prior to September 1, 1999 will continue to be in effect.
- (e) Participation in the LTD plan is a mandatory condition of employment for all Teachers who are employed half-time or more.
- (f) Notwithstanding L18.07 e), a Teacher who has attained the 85 factor and who has 30 years of credited service may elect to terminate her/his participation in the LTD plan.
- (g) The Board shall co-operate with the enrolment, deduction and remittance of premiums and provide available necessary data to the insurer.
- (h) The plan shall have an elimination period of eighty (80) days. However, the Union shall have the option of changing the plan design so as to increase the elimination period to one hundred and twenty (120) days following thirty (30) days notice to the Board.
- (i) At the expiration of the elimination period, if the Teacher's LTD claim has been denied, has not yet been adjudicated or is being appealed, s/he will be required to submit to an independent medical examiner as per Article L19.08 - Sick Leave in the current Collective Agreement in order to continue to be eligible to access accumulated sick days.

L18.08

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

RETAINED FROM L – ARTICLE 19 – SICK LEAVE

Sick Leave Account

L19.01

The Board shall administer a sick leave plan and maintain a sick leave account for each

Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter. (see Letter of Understanding – Appendix E).

Appendix E Letter of Understanding Re: Reporting Sick Leave Credits dated June 23, 2009 was agreed to be deleted during 2014-2017 local bargaining.

L19.02

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

Should a Teacher leave the employ of and later rejoin the Upper Grand District School Board Staff sick leave credits shall be carried over from the first (1st) to the second (2nd) period. If however, the Teacher retires and later rejoins the Upper Grand District School Board staff, sick leave credits shall not be carried forward. If a Teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the accumulated sick leave credits shall carry on with no credits given for the period of absence.

Sick Leave Credit Accumulation

L19.03

On the first day of each school year, each full-time Teacher in the employ of the Board shall be credited an allowance of twenty (20) days sick leave. For the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year. Sick leave credits shall be cumulative to a maximum of two hundred and eighty (280) days for sick leave purposes and any unused balance at the end of the year from the yearly allotment of twenty (20) sick days shall not be used to exceed the maximum of two-hundred and eighty (280) days. Sick leave credits are not to accumulate beyond two hundred (200) days for the purpose of calculating the retirement gratuity. Sick leave days are deducted from the accumulation for both retirement and sick leave purposes. Notwithstanding the above, the sick leave credits for each Teacher will be carried forward to the District School Board from the Boards in existence prior to January 1, 1998.

Pro-Rated Sick Leave Credit

L19.04

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

shall be pro-rated to the amount of the school year remaining and shall be credited upon the commencement of the assignment.

Leaves of Absence

L19.05

Notwithstanding clause L19.03, no credit for sick days shall be accumulated by employees on a full-time leave of absence or in receipt of long term disability (LTD). Employees on a part-time leave of absence or in receipt of long term disability (LTD) on a part-time basis shall accumulate a pro-rated amount of sick leave credits. This clause does not apply to statutory Pregnancy Leave and statutory Parental Leave, as described in L – Article 22, or Compassionate Care Leave as described in Article L21.04.

Account Debited

L19.06

The sick leave account for each Teacher shall be debited one day for each day of absence due to illness.

RETAINED L – ARTICLE 25 - RETIREMENT GRATUITY

See [L – ARTICLE 25 - RETIREMENT GRATUITY](#) and also Central Agreement (Part A) [APPENDIX A – RETIREMENT GRATUITIES](#)

Pertaining to Teachers employed by the former Dufferin County Board of Education prior to January 1, 1998 or hired by its successor Board to work in former Dufferin County elementary schools prior to September 1, 1998.

L25.01.1

Upon retirement, a Teacher shall be eligible to receive a retirement gratuity from the Board.

L25.01.2

The calculation of the gratuity is based on the unexpended portion of accrued sick leave up to a maximum of two hundred (200) days, average annual salary in the last five (5) years of employment with the Board, the total number years of teaching and the years employed by Upper Grand District School Board or its predecessors.

L25.01.3

Method of Calculation:

Average Annual x Yrs. taught in UGDSB x Yrs teaching x Accrued Sick Leave (Max 200)

Salary in last 5 (10%/yr-max.of 100%) (2%/yr up to 50%) 200
years of employment
with the Board

L25.01.4

Upon retirement, the full retirement gratuity shall be paid to the Teacher, or deposited in a financial institution of the Teacher's choice, within ninety (90) days of retirement from the teaching profession.

L25.01.5

The retirement gratuity for a Teacher retiring while on a Board approved leave of absence who is eligible for the payment of a gratuity in accordance with clause L25.01 will be based on the salary the Teacher was receiving immediately prior to the commencement of the leave.

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

Pertaining to Teachers employed by the Board prior to September 1, 1984.

L25.02.1

If, upon retirement to pension as clarified by the Teachers' Pension Plan Board, there shall be accumulated sick leave standing to the credit of the Teacher, but only if retirement is for reason of age or health, the Teacher will be entitled to be paid an amount equal to one-half of the accumulated sick leave based on the salary of the said Teacher at the time of retirement, subject to clauses L25.02.1(a), L25.02.1(b) and L25.02.2.

Note: Accumulated sick leave for this clause means accumulated sick leave earned in Upper Grand District School Board and its predecessors.

Pertaining to Teachers whose employment with the Board commenced prior to September 1, 1971

L25.02.1(a)

For a Teacher employed by the Board prior to September 1, 1971, the maximum number of sick leave credits upon which this retirement gratuity will be calculated is two hundred (200) days.

Pertaining to Teachers whose employment with the Board commenced after August 31, 1971 and prior to September 1, 1984

L25.02.1(b)

For a Teacher hired by the Board after August 31, 1971, but prior to September 1, 1984, the maximum number of accumulated sick days upon which this retirement gratuity will be calculated is eighty (80) days.

L25.02.2

When retirement gratuities are calculated under Articles L25.02.1, the amount of retirement gratuity payable shall be subject to the following maxima:

Years of Wellington County & UGDSB Experience	Percent of Salary
1 - 20	1.5% per year
21	32%
22	34%
23	36%
24	38%
25	40%
26	42%
27	44%
28	46%
29	48%
30 or more	50%

Pertaining to Teachers hired by the Board after August 31, 1984 but prior to September 1, 1998

L25.02.3

For a Teacher hired by the Board after August 31, 1984, but prior to September 1, 1998, the Board will deposit a lump-sum payment of \$1,400 into a group RRSP plan on behalf of the Teacher on or before June 30, 1999.

L25.02.4

The retirement gratuity for a Teacher retiring while on a Board approved leave of absence who is eligible for the payment of a gratuity in accordance with clause L25.02 will be based on the salary the Teacher was receiving immediately prior to the commencement of the leave.

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

L25.03.1

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

L25.03.2

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

- (a) successfully completed her/his probationary period; and
- (b) completed and submitted the necessary application forms to the (formerly Ontario Teachers' Group or OTG) by January 10 of the year Educators Financial Group following the probationary year; and

- (c) provided evidence to the Board that, if previously retired, the Teacher did not receive a retirement gratuity.

L25.03.3

A Teacher who successfully completed her/his probationary period but did not apply in accordance with L25.03.2(b) may complete the process in a subsequent year to be eligible for the RSP in effect at the time the employee successfully completed her/his probationary period.

L25.03.4

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

Benefits to Estate

L25.04

In the event of the death of a Teacher, the gratuity or the RSP shall be paid as a death benefit to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy or, if no beneficiary is named, to the estate of the deceased.

Payment

L25.05

Payment of retirement gratuity may be deferred until the calendar year after retirement, if the Teacher so desires. For payment of retirement gratuity in the year of retirement, the Board must receive a written request for such payment nine (9) months prior to retirement.

L25.06

A Teacher who qualifies for retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved leave of absence for a period of not more than two (2) school years shall be eligible for the gratuity based on her/his salary immediately prior to the commencement of the leave.

INDEX

A

absence, 62
Absence Due To Birth or Adoption, 75
Absences and Leaves, 71
ACCESS TO INFORMATION, 47
Additional Responsibility, 57
adoption, 73, 75
adverse material, 48
adverse report, 42
Allowance For Additional Responsibility, 57
Allowance for Transfers, 44
Allowances for A New Position, 44
Allowances for Post Graduate Degrees, 54
Area Reorganization, 84
Average Class Size, 63

B

benefit plans, 69, 72, 74, 82
benefits, 40, 47, 71, 73, 74, 75, 77, 79, 80, 97, 109
Board Minutes, 48
Board Policy, 58, 71
Board Requested Transfers, 46
boundary change, 84, 85
budget, 90

C

Category Changes, 56
Category Classification, 56
Centrally Assigned Position, 42, 43, 65
Change of Assignment, 44
class size, 40, 63, 64, 65, 66, 102
Class size maxima, 64
classroom observation, 41
Coach, 104
Coach's term, 104
community involvement, 41
Compassionate Care Leave, 72, 110
Computer Access, 63
consolidation, 47
Consolidation of Time, 47
Consultant, 57
Consultant's Responsibility Allowance, 57
consultant's term, 57
Co-ordinator's Responsibility Allowance, 57, 58
Credit for Previous Teaching Experience, 54
credit for related experience, 55
Criminal Records Check, 98

D

daily occasional teaching, 54, 55
Data for Negotiations, 48
deferred salary leave plan, 76, 77
deposit advice, 50
Determination of Assignments, 66
Determination of Staff, 66

discipline, 40, 42, 48, 62, 68, 69
discrimination, 40
District Staffing Committee, 63, 64, 65, 82, 99, 102
Doctorate, 54
DURATION AND RENEWAL, 91

E

Education Act, 42, 59, 60, 63, 66
Educators Financial Group, 112, 113
EI Rebate, 58
Emergency Leave, 72
Employee Assistance Plan, 69
Employment Insurance, 75, 103
Employment Insurance Rebate, 58
Employment Standards Act, 72, 73, 74
epipen, 67
evaluate, 40, 62, 68, 69
Evaluations, 40
Exchange of Teachers, 46
Expense Allowances, 58
extended parental leave, 74
external advertisement, 43, 44
Extra-curricular, 63

F

family of schools, 57, 69, 84, 104
Filling Vacancies Within the School Year, 42
four over five deferred salary leave plan, 76

G

Grade 4 – 8 average class size, 102
Grid Placement, 50
grievance, 41, 87, 88, 89, 90
GRIEVANCE AND ARBITRATION PROCEDURE, 87

H

HARASSMENT, 69
HEALTH AND SAFETY, 67
Health and Safety Committee, 67
Health and Safety Inspectors, 67
Health and Safety Worker Member, 67
Hospitalization of Newborn, 75

I

inclement weather days, 62
Increase in Teaching Time, 86
increase in time, 43, 44
initial placement on the salary grid, 50, 54, 55, 56
In-School Staffing Committee, 59, 60, 63, 65, 66, 85
instructional day, 59, 60
Instructional Day, 60
instructional program, 63, 90
Instructional Time, 60
instructional week, 60
insurable hours, 103

insurance, 74, 109, 113
Invasive Procedures, 66

J

Job Postings, 42, 43
Joint Health and Safety Committee, 67, 68
Just Cause, 41

L

Labour Management Co-operative Committee, 42
Labour Relations Act, 89, 91
laid off, 82, 83, 101
Laid-Off Teachers Filling Leaves of Absences, 101
Lay-Off, 82
Lay-Off and Recall, 41, 43, 44
lay-off notice, 101
LAY-OFF, RECALL AND SURPLUS TO SCHOOL, 82
Leave for Public Office, 71
Leave for Upgrading or Retraining, 83
leave of absence, 50, 70, 71, 72, 73, 74, 75, 80, 83, 101, 110, 111, 112, 113
LEAVES OF ABSENCE WITHOUT PAY, 70
Librarians, 66
local levy., 58
long term disability, 97, 110
Long Term Disability, 69
Long Term Occasional Teacher, 54, 81, 83
long-term temporary Principal or a Vice-Principal, 68
LTD, 78, 95, 97, 109, 110
lunch, 59, 62, 65, 90
Lunch Break, 62

M

management rights, 39
Master's degree, 54
medical procedures, 66, 67
Member Information, 49
mentor, 63
Moving Allowance, 45
Moving Day, 72
moving materials, 45

N

negotiating team, 79
new assignment, 44, 45
NEW POSITIONS, 42
No Discrimination, 40
Notice of Possible Lay-Off, 82

O

Occasional Teacher, 61, 62, 80, 81, 83
occasional teaching assignment, 83
occasional teaching days, 55
OCCUPATIONAL HEALTH AND SAFETY, 67
Occupational Health and Safety Act, 67
offence declaration, 98
Ontario College of Teachers, 54, 98

Ontario Teachers' Group, 112
opening exercises, 60, 61
OTG, 112, 113
overpayments in salary, 50

P

pandemic, 100
parent survey, 41
parental leave, 73, 75
part time assignments, 62
part time Teachers, 87
part-time assignment, 61, 82, 83, 86, 110
part-time leave, 70, 86, 110
part-time Teacher, 59, 87
part-time Teachers, 43, 44, 59
payment corrections, 50
Payroll Deductions, 58
peer coach, 63
performance appraisal, 41, 48
personal days, 73
personnel file, 42, 47, 48
planning time teacher, 60, 61
Post Graduate Degrees, 54
posting, 43
Posting, 42
postings, 43, 82
pregnancy leave, 73, 74, 75
pregnancy/parental leave, 73, 74
prep time, 65
preparation time, 61, 66, 67, 90
Preparation Time, 61
previous experience, 56
previous related experience, 56
previous teaching experience, 54
printing the Collective Agreements, 49
PROBATIONARY PERIOD, 47
Professional Activity Days, 59, 61, See also P.A. Days
professional development allowance, 91
PURPOSE, 39

Q

QECO, 54, 56
Qualifications Evaluation Council of Ontario, 54

R

recall, 82, 83
redundancy, 64, 65
reimburse Teachers for expenses, 58
Reimbursement of Expenses, 58, 59
related experience, 50, 55, 56
report cards, 63
resignation, 41, 42
responsibility allowance, 57, 79
retired Teacher, 81
retirement, 41, 110, 111, 112, 113
retirement gratuity, 109, 111, 112, 113
Return From a Leave, 71
return to work, 69, 95, 96
return to work plan, 95, 96
RIGHTS AND RESPONSIBILITIES, 39

RSP, 112

S

SALARY, 49
salary grids, 50, 51
scheduling assignments for part time Teachers, 86
school budget, 90
school closure, 84
School Improvement Planning Process, 63
School Year, 59
SCOPE AND RECOGNITION, 39
SEB, 75
seniority, 47, 68, 69, 71, 78, 79, 80, 81, 82, 84, 85, 88
seniority tie-breaking, 81
SHORT-TERM PAID LEAVES OF ABSENCE, 71
short-term temporary Principal or Vice-Principal, 68
SICK LEAVE, 69
sick leave account, 75, 109, 110
Sick Leave Credit Accumulation, 110
sick leave credits, 72, 74, 78, 110, 111
Special Assignment, 42
Special Education students, 63
Special Education Teachers, 66
Staff Meetings, 62
STAFFING, 63
STAFFING COMMITTEES, 64
Staffing Procedures, 64
staffing process, 84, 85
Statutory Parental Leave, 73
Statutory Pregnancy Leave, 73
Steward, 65, 66, 85, 90
STRIKE OR LOCKOUT, 89
summative report, 41
supervision, 44, 45, 59, 60, 65
Supervision, 59
Supervision assignments, 60
Supervision duty, 59
Supervision time, 60
Supplementary Employment Benefit Plan, 75
surplus, 44, 64, 65, 71, 76, 77, 84, 85, 86
Surplus of Staff Centrally Allocated, 85
surplus to school, 83, 84
System Responsibility Return from Leaves, 57, 104
System Responsibility Teachers, 44

T

Teacher Absence, 62
Teacher Coaches, 104
Teacher in Charge, 62
Teacher performance appraisals, 41
Teacher Requested Transfers, 45
Teacher-Librarians, 66
Temporary Principals and Vice-Principals, 68
termination, 41
terminations, 41
top-up benefit, 75
transfer, 40, 44, 45, 46, 85
TRANSFER, 44
transfers, 65
Travel Expenses, 59
travel time, 62

U

UNION DUES, 39
UNION RELEASE TIME/LEAVE, 78
UNION REPRESENTATIVES, 90
unsatisfactory rating, 41

V

vacancies, 42, 43, 44, 83, 84, 85
VACANCIES, 42
Vacancies for the Subsequent School Year, 43
vacancy, 42, 43, 44, 69, 81, 85
violent incident, 68

W

WEIP, 70, 95, 96, 97
WORKING CONDITIONS, 59
workload, 60, 63
Workplace Early Intervention Program, 95
workspace, 63

X

X over Y deferred salary leave plan, 76