



Current Collective Agreement

Newsletter

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Welcome Back to 2010!

40 Minute Lunch

Each Teacher is entitled to a forty-minute lunch scheduled each day as per the collective agreement:



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 (40) minutes after the student lunch period – Article 25.

Sometimes Teachers ask to switch their supervision duties and choose to not have a scheduled forty-minute lunch break each day. At least two significant problems arise in such cases:

1. When the Teacher is away, the OT covering for the Teacher is entitled to a 40 minute uninterrupted period for lunch and the schedule should allow for that. The 40 minute lunch break is part of the OT collective agreement.
2. If a Teacher self-selects a violation of our collective agreement, then we weaken our ability to defend the provision when the Board asks other Teachers to compromise the same provision.



Therefore, Teachers' schedules need to follow the collective agreement.

Preparation Time

Scheduling preparation time for the current school year may have been challenging. Nonetheless, Principals are required to meet the obligations specified in the collective agreement, including:



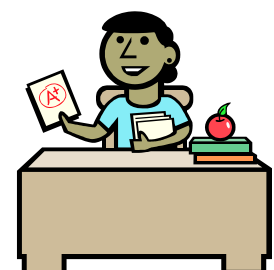
Every effort shall be made to provide preparation time in blocks of at least 30 minutes. In any event, no preparation time may be provided in blocks of less than 20 minutes – Article 12.04.1(f).

Some Teachers may have "preparation time" scheduled in blocks of 10 minutes. A block of 10 minutes, however, cannot be counted as preparation time due to the above contractual language. If this circumstance applies to you, please approach your Steward and Principal to seek a correction to your timetable, then Orchard Park if necessary.

Teachers should also have their preparation time scheduled in blocks of at least 30 minutes; the phrase, "every effort shall be made" should not be taken lightly. Unfortunately, 22% of those who responded to the green working conditions survey indicated that not all of their prep was scheduled in blocks of 30 minutes or more. For the 2010-2011 school year, Principals, Stewards and Teachers should work diligently to ensure preparation time is provided in blocks of at least 30 minutes.

Preparation Time for Occasional Teachers

OTs should be assigned the timetable of the Teacher being replaced. An Occasional Teacher shall use scheduled preparation time for professional activities as determined by the OT. The preparation time should not be reassigned to another Teacher. While Teachers cannot expect OTs to complete specified work during the scheduled preparation time, the Teacher being replaced may leave suggested activities, including: marking student work; preparing classroom resources; photocopying materials; collecting art supplies; organizing bulletin boards, etc.



Planning Time Teachers

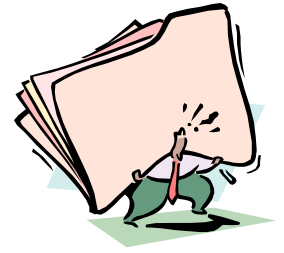
According to Article 12.03.2 of the collective agreement, “*Principals shall consult with planning time Teachers and all affected classroom Teachers to endeavour to ensure that assigned workload for planning time Teachers is manageable.*” While this provision is best implemented in September, planning time Teachers with an unmanageable workload should approach their Principal and Orchard Park for support.

Board and Site-Based Initiatives

Article 12.12 of the collective agreement provides the following:

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; and*
- b) establish reasonable implementation strategies and dates.*



It is important for Teachers to make full use of the above. Teachers need to discuss with Administrators workload implications and negotiate reasonable implementation guidelines for programs and initiatives.



Computer Access

According to Article 12.15 of the collective agreement, “*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.*” The Union believes that each school should have computers reserved for Teacher use.

Directions Team

Participation on this committee is voluntary. Some Teachers will welcome the opportunity to be a member of a Directions Team and the additional work and service that the opportunity creates. However, under no circumstance does participation on a Directions Team imply an acceptance of added responsibility or site-based authority. For example, a Directions Team may provide advice to the Principal regarding staff professional development matters, but is not responsible for staff development. Also, the amount of time and effort a Teacher contributes to a Directions Team must be considered within the context of the variety of demands on a Teacher’s time for the Teacher to achieve an appropriate workload balance.



Teacher in Charge (TIC)

Article 12.09 of the Collective Agreement provides guidance regarding the role of the “Designate Teacher” or “Teacher in Charge.” Please note:

- A Teacher may agree to fulfill the role when Administrators are away, but cannot be required to do so.
- An Occasional Teacher shall be hired to assume the normal responsibilities of the Teacher at the Teacher’s request when Administrators are absent for one day or more.
- The Union strongly advises Teachers to agree to fulfill the role only if an O.T. is hired to assume the Teacher’s normal responsibilities for even half-day periods.
- A Teacher in Charge should keep a clear record of student incidents while fulfilling the role and forward all supporting documentation to the Principal. The TIC shall retain for her/his own records the Principal’s request to be TIC and the Principal’s written acknowledgement of receipt of all reports filed.
- Decisions about student suspensions are the responsibility of Administrators and Teachers should not suspend students. A school-based procedure needs to be established to deal with this issue when Administrators are absent.
- A Teacher in Charge shall not evaluate or discipline another Teacher. It is a Principal’s duty to address personnel matters and not the TIC’s.
- The Board shall pay \$20.00 per day or \$10.00 per half-day whenever a Teacher agrees to be a Teacher in Charge while the Principal and Vice-Principal are away.
- Finally, the Teacher in Charge is a temporary function with a focus limited to safety concerns for students, staff and facility. Matters that arise, such as complaints from parents and inappropriate student behaviour need to be documented and referred to the Principal.