

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

ELEMENTARY TEACHERS FEDERATION OF ONTARIO

(Rainbow District Teacher Local)

January 1, 2001 - August 31, 2003

TABLE OF CONTENTS

ARTICLE 1 - <u>PURPOSE</u>	1
ARTICLE 2 - <u>DURATION AND RENEWAL</u>	1
ARTICLE 3 - <u>RECOGNITION</u>	1
ARTICLE 4 - <u>RIGHTS AND RESPONSIBILITIES</u>	2
4.01 Management Rights	2
4.02 Evaluations	2
4.03 Union Representation	3
4.04 Data for Negotiations	3
4.05 Board Policy	3
4.06 No Discrimination	3
4.07 Correspondence	4
4.08 Copies of the Collective Agreement	4
ARTICLE 5 - <u>LEVEL DEFINITIONS FOR SALARY PURPOSES</u>	4
5.03 Change of Level	4
5.04 Qualifications on Hiring	5
ARTICLE 6 - <u>REMUNERATION</u>	5
6.05 Responsibility Allowances	8
6.06 Teacher-In-Charge	8
6.07 Extra Degree Allowance	8
ARTICLE 7 - <u>METHOD OF PAYMENT</u>	9
ARTICLE 8 - <u>BENEFITS</u>	10
8.01 Health Care, Dental, Life Insurance	10
8.02 Long Term Disability	10
8.03 Optional Life Insurance	11
8.05 Retiree Benefits	11
8.06 Survivor Benefits	11
8.09 Employment Insurance Rebate	11
ARTICLE 9 - <u>LEAVE PLANS</u>	12
9.01 Cumulative Sick Leave - General	12
9.02 Pregnancy/Parental Leave	13
9.03 Jury Duty/Witness	15
9.04 Writing Examinations	15
9.05 Convocations	15
9.06 Bereavement Leave	15
9.07 Professional Purposes/Union.	16
9.08 Personal Reasons	16

9.09	Education Leave	17
9.10	Political Leave	17
9.11	Quarantine	17
9.12	General Leave of Absence	17
9.13	Returning From Leave / L.T.D.	17
9.14	Absence Without Leave	18
9.15	Compassionate Leave	18
ARTICLE 10 - <u>STRIKE AND LOCKOUT</u>		18
ARTICLE 11 - <u>SENIORITY</u>		18
11.01	The Seniority List	18
ARTICLE 12 - <u>GRIEVANCE-ARBITRATION PROCEDURE</u>		19
12.01	Informal Step	19
12.02	Grievance Filed by A Teacher Or Group of Teachers	19
12.03	Grievance Filed by the Union Or by the Board	20
12.04	Arbitration	20
12.08	Termination Grievance	22
ARTICLE 13 - <u>STAFFING</u>		22
ARTICLE 14 - <u>SURPLUS/REDUNDANCY/RECALL</u>		22
14.01	Definitions	22
14.03	Declaration of Redundancies	23
14.04	Declaration of Surplus	23
14.05	Posting of Vacancies	24
14.06	Recall	26
14.07	Creation and Posting of New Positions of Added Responsibility	26
ARTICLE 15 - <u>APPOINTMENT TO PRINCIPAL AND VICE-PRINCIPAL POSITIONS</u>		27
ARTICLE 16 - <u>WORKING CONDITIONS</u>		27
16.01	Occupational Health and Safety	27
16.02	Lunch	27
16.03	Noon Hour Supervision	27
16.04	Medication	28
16.05	School Year	28
16.06	Preparation Time	28
16.07	Professional Activities	28
16.08	Instructional Time	28
16.09	Harassment	29
16.10	Travel Expenses	29
16.11	Scheduling of Assignments	29
16.12	Access to Information	29

16.13 Co-Curricular Activities	29
ARTICLE 17 - <u>PROBATIONARY PERIOD</u>	29
ARTICLE 18 - <u>TEACHER RESIGNATION/RETIREMENT DATES</u>	30
ARTICLE 19 - <u>UNION DUES AND ASSESSMENTS</u>	30
ARTICLE 20 - <u>JOINT COMMITTEE</u>	30
20.01 Staffing Committees	30
20.02 Joint Committees	31
ARTICLE 21 - <u>RETIREMENT GRATUITY</u>	31
LETTER OF AGREEMENT - <u>STAFFING COMMITTEE</u>	33
LETTER OF AGREEMENT - <u>RETIREMENT GRATUITY</u>	34
LETTER OF AGREEMENT - <u>RETIREMENT GRATUITY</u>	35

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement" to set forth certain conditions of employment which have been mutually agreed upon and which shall be applicable to the Board and to all members of the Union employed as teachers in the Boards' elementary panel.

ARTICLE 2 - DURATION AND RENEWAL

- 2.01 This collective agreement becomes effective on January 1, 2001 and shall remain in effect until August 31, 2003 and from year to year thereafter unless notice is given by either party pursuant to Section 59 of the *Labour Relations Act*.
- 2.02 Notwithstanding the period of notice stipulated in Section 59 of the *Labour Relations Act*, either party may notify the other, in writing, within the period of 120 calendar days prior to the termination date of the collective agreement, that it desires to negotiate the renewal, with or without modifications, of this collective agreement.
- 2.03 Except for error, inadvertence or omission, this agreement shall form the basis of computing all salaries and other conditions defined herein. At any time amendments (deletions or additions) to the clauses defined herein may be made, in writing, with the mutual consent of the Parties to this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The employer being the Rainbow 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.
- 3.02 The Board recognizes the right of the Union to be represented by any duly authorized adviser, agent, counsel, solicitor or representative, to assist, advise or represent the Union in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.03 The Union recognizes the right of the Board to be represented by an affiliated Association, or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise, or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES

4.1 Management Rights

The Union recognizes that it is the exclusive right of the Board to:

- a) provide, maintain and conduct the operation of its schools in accordance with the laws of the Province of Ontario and Board Policy;
- b) discipline, demote and discharge a teacher, for just and sufficient cause, such cause being given in writing. The reasons for such termination shall be in writing by the principal to the teacher; a teacher shall have the right to submit a grievance claiming unjust discipline, demotion or discharge. The claim shall be dealt with through the grievance and arbitration procedures as outlined herein;
- c) notwithstanding (b) the parties agree that the Board may terminate a probationary employee at a lesser standard;
- d) determine all other matters except as expressly defined in this Agreement.

4.2 Evaluations

- a) Only supervisory officers and principals and vice-principals shall evaluate a teacher's performance. No other member of the Union shall be required or requested to evaluate a teacher's performance.
- b) The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedure shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with these policy/procedures. Such policy/procedures shall include the following:
 - all evaluations shall be in writing signed by the evaluator(s) with a copy to the teacher;
 - the teacher may request that s/he be observed in other situations within the teacher's assignment;
 - a meeting may be held to review and discuss the evaluation, prior to the final evaluation report;
 - the evaluation report shall be given to the teacher within 15 days of the date of the evaluation;
 - the teacher shall be given 48 hours to review, sign and make written comments regarding the report.

4.3 Union Representation

- a) The Board recognizes the right of the Union to represent a member at any disciplinary meeting where the conduct or performance of the member is being considered.
- b) The Union shall notify the Board in writing of the names of the persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- c) The Board shall provide the Union with access to the Board's internal mail services in order to conduct Union business.
- d) The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership. The Director of Education reserves the right to restrict the posting of notices which are deemed inappropriate.

4.04 Data for Negotiations

Upon written request to the Superintendent of Business Administration, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement.

4.05 Board Policy

The Board shall cause to be posted in all schools, notice of any proposed change in policy that will be recorded in the Policy Manual (or new policy that will be recorded in the Policy Manual). The Board will communicate the proposal to the President of the Bargaining Unit (or the designate) at least 12 days before disposition by the Board. The Board shall arrange for a formal meeting between the Board representatives and the Bargaining Unit when requested by either party.

In the context of this Article, policy shall mean any notice of motion that is so identified in the agenda. When adopted by the Board, such policy will be recorded in the Policy Manual.

4.06 No Discrimination

The Board and the teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap or by reason of membership or activity in the Union.

4.07 Correspondence

All official correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

4.08 Copies of the Collective Agreement

As soon as possible after ratification of the collective agreement each member shall receive a copy. The cost of reproduction will be shared equally by the parties.

ARTICLE 5 - LEVEL DEFINITIONS FOR SALARY PURPOSES

5.01 All members of the Union shall be paid according to qualifications, experience and responsibility in accordance with this Agreement. Levels for salary purposes will be according to Q.E.C.O. Statement of Evaluation Program 3 or 4 effective September 1, 1999 (with amendments as approved by Q.E.C.O., and this Board).

5.02 In the event that a teacher is mistakenly paid, during the term of this agreement, a salary rate that is higher or lower than that to which the teacher is entitled, the Manager of Human Resources/Union President may convene a meeting with the teacher involved and a representative of the Federation. At this meeting, the method and time line for the repayment of these monies, which shall not exceed one (1) year, will be determined. Retroactive adjustments will be limited to a 10 month period.

5.03 Change of Level

It shall be the responsibility of the teacher to obtain a QECO Evaluation Statement and present same to Human Resources on or before December 15th. Evidence of changes in level received up to December 15th will entitle the teacher to the revised salary retroactive to the beginning of the same school year provided the qualifications for the change in level were obtained prior to September 1st. When it appears that a teacher will be unable, through no fault of his/her own, to obtain an Evaluation Statement prior to December 15th, the teacher shall inform the Board in writing by December 1st and submit proof of application for an Evaluation Statement. If, in the opinion of the Board, the teacher was unable to obtain an Evaluation Statement, through no fault of his/her own, the adjustment will be made on receipt of the Evaluation Statement retroactive to the beginning of the school year.

If a teacher submits evidence of level change after December 15th, but prior to

June 1st, the salary adjustments will be made effective as of the first of the month immediately following receipt of such evidence by Human Resources.

5.04 Qualifications on Hiring

If, at the time of hiring, a teacher does not possess a Q.E.C.O. Evaluation Statement, that teacher will be placed temporarily at minimum in level "A" of the salary scale. Similarly, a teacher will be placed in Level A1 if he/she appears to have qualifications for Level A1, A2, A3 or A4.

A teacher hired on or after November 1st will be given two (2) months to provide evidence of Level placement according to the Q.E.C.O. Evaluation Statement with retroactive salary to the date of hiring. When it appears that evidence of a change of level cannot be presented by January 1st, the teacher shall notify the Board in writing and submit proof of application for an Evaluation Statement prior to December 1st. If, in the opinion of the Board, the teacher was unable to obtain an Evaluation Statement through no fault of his/her own, the adjustment will be made retroactive to the date of hiring.

ARTICLE 6 – REMUNERATION

All members of the Union shall be remunerated according to the qualifications, experience and responsibility as set out in this Article.

6.01 a) Basic Salary Schedule – Effective January 1, 2001

Years of Experience	Level A	Level A1	Level A2	Level A3	Level A4
0	27,372	30,396	31,533	34,546	36,692
1	29,484	32,591	33,781	37,131	39,309
2	31,596	34,786	36,029	39,716	41,926
3	33,708	36,981	38,277	42,301	44,543
4	35,820	39,176	40,525	44,886	47,160
5	37,932	41,371	42,773	47,471	49,777
6	40,044	43,566	45,021	50,056	52,394
7	42,156	45,761	47,269	52,641	55,011
8	44,268	47,956	49,517	55,226	57,628
9	46,380	50,151	51,765	57,811	60,245
10	48,492	52,346	54,013	60,396	62,862
11	50,419		56,261	62,981	65,479
12	52,346				68,096

Level A - increments payable to 11 years. Movement beyond 11 years is in accordance with the Pay Equity Plan.

b) Basic Salary Schedule – Effective April 1, 2001

Years of Experience	Level A	Level A1	Level A2	Level A3	Level A4
0	27,646	30,700	31,848	34,891	37,059
1	29,779	32,917	34,118	37,502	39,702
2	31,912	35,134	36,388	40,113	42,345
3	34,045	37,351	38,658	42,724	44,988
4	36,178	39,568	40,928	45,335	47,631
5	38,311	41,785	43,198	47,946	50,274
6	40,444	44,002	45,468	50,557	52,917
7	42,577	46,219	47,738	53,168	55,560
8	44,710	48,436	50,008	55,779	58,203
9	46,843	50,653	52,278	58,390	60,846
10	48,976	52,870	54,548	61,001	63,489
11	50,923		56,818	63,612	66,132
12	52,870				68,775

Level A - increments payable to 11 years. Movement beyond 11 years is in accordance with the Pay Equity Plan.

c) Basic Salary Schedule – Effective September 1, 2001

Years of Experience	Level A	Level A1	Level A2	Level A3	Level A4
0	28,199	31,314	32,485	35,589	37,800
1	30,375	33,575	34,800	38,252	40,496
2	32,551	35,836	37,115	40,915	43,192
3	34,727	38,097	39,430	43,578	45,888
4	36,903	40,358	41,745	46,241	48,584
5	39,079	42,619	44,060	48,904	51,280
6	41,255	44,880	46,375	51,567	53,976
7	43,431	47,141	48,690	54,230	56,672
8	45,607	49,402	51,005	56,893	59,368
9	47,783	51,663	53,320	59,556	62,064
10	49,959	53,924	55,635	62,219	64,760
11	51,941		57,950	64,882	67,456
12	53,924				70,152

Level A - increments payable to 11 years. Movement beyond 11 years is in accordance with the Pay Equity Plan.

d) Basic Salary Schedule – Effective September 1, 2002

Years of Experience	Level A	Level A1	Level A2	Level A3	Level A4
0	28,763	31,940	33,135	36,301	38,556
1	30,983	34,246	35,496	39,017	41,306
2	33,203	36,552	37,857	41,733	44,056
3	35,423	38,858	40,218	44,449	46,806
4	37,643	41,164	42,579	47,165	49,556
5	39,863	43,470	44,940	49,881	52,306
6	42,083	45,776	47,301	52,597	55,056
7	44,303	48,082	49,662	55,313	57,806
8	46,523	50,388	52,023	58,029	60,556
9	48,743	52,694	54,384	60,745	63,306
10	50,963	55,000	56,745	63,461	66,056
11	52,981		59,106	66,177	68,806
12	55,000				71,556

Level A - increments payable to 11 years. Movement beyond 11 years is in accordance with the Pay Equity Plan.

6.02 The onus is on the teacher to provide documentation of teaching experience.

6.03 All previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for placement on grid. Only experience obtained while in a probationary or permanent teaching position or experience as a long-term occasional teacher for periods in excess of 20 consecutive teaching days will be included. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period.

Retroactive salary to the date of commencement of employment will be paid providing proof of previous teaching experience is received by the Manager of Human Resources by December 15th for a teacher hired prior to October 15th and within two months for a teacher hired on or after October 15th.

6.04 Except for error or omission, teaching experience recognized by the Board for salary purposes on January 1, 1998, will continue to be honoured.

Teaching experience for salary purposes will be calculated as follows:

- a) The calculation of years of teaching experience will be made annually as of September 1st and will be determined by dividing by ten (10) the total number of complete months of teaching; i.e., periods of twenty (20) or more consecutive days of teaching. Where the remainder in such a division is five (5) months or greater, an additional year will be granted for salary purposes.

- b) If a period of teaching experience includes a partial month of ten (10) or more days, this experience will be recognized as a complete month, e.g., four (4) months and twelve (12) teaching days will equal five (5) months; four (4) months and nine (9) teaching days will equal four (4) months.
- c) A part-time teacher who is employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times ten (10) months; (e.g., a teacher working 50% of the time will be credited with five (5) months; a teacher working 80% of the time will be credited with eight (8) months).

6.5 Responsibility Allowances

- a) Consultant - \$6,000
- b) Lead Teacher - \$3,709

6.6 Teacher-In-Charge

- a) When the principal of a school, which does not have a vice-principal is required to be absent from school, a teacher-in-charge will be assigned on a voluntary basis to assume additional responsibilities. The teacher-in-charge will receive an allowance of \$22 per day for assuming the role of teacher-in-charge. Where the absence exceeds one full day the teacher-in-charge will be released from teaching duties for one half day for each additional day of absence. A teacher may assume this position for a period not to exceed five (5) consecutive days or forty (40) days in a school year unless mutually agreed upon by the Board and the Union.
- b) The provisions of a) will also apply when both the principal and vice-principal/lead teacher are required to be absent from school.

6.07 Extra Degree Allowance

Allowance for post graduate degrees being paid to a teacher on staff of any of the former boards comprising the Rainbow District School Board as of August 31, 1998 will be continued as set out in the respective collective agreements. No other allowances for post-graduate degrees will be paid. An allowance shall have the effect of piercing the maximum.

ARTICLE 7 - METHOD OF PAYMENT

7.01 Annual salaries will be paid according to the following plan:

The Friday before the first instructional day in September	- 8% of annual salary
On or before 25 th of September	- 8% of annual salary
On or before 25 th of October	- 8% of annual salary
On or before 25 th of November	- 8% of annual salary
On or before 25 th of December	- 8% of annual salary
On or before 25 th of January	- 8% of annual salary
On or before 25 th of February	- 8% of annual salary
On or before 25 th of March	- 8% of annual salary
On or before 25 th of April	- 8% of annual salary
On or before 25 th of May	- 8% of annual salary
On or before 25 th of June	- 20% of annual salary

100%

7.2 Effective September 1, 2001 annual salaries will be paid according to the following schedule:

The Friday before the first instructional day in September – 4% of annual salary
September 2001 through August 2002 – 4% of annual salary on each of the 15th and 30th of the month (except February which will be on the last banking day in February)

7.3 Effective September 1, 2002 annual salaries will be paid according to the following schedule:

4% of annual salary payable on the 15th and 30th of each month commencing September through August (except February which will be on the last banking day in February)

plus

An additional 4% on the August 30th pay.

7.4 If the normal pay date falls on a weekend or public holiday, payment will be made on the last banking day immediately preceding the weekend or public holiday.

7.5 All teachers will receive their pay by direct deposit in the bank of their choice. A statement of salary allowances and deductions will be provided to the teacher on the dates listed above.

7.6 A teacher who resigns or retires at the end of June will receive the remaining payments up to and including the August 30th payment in one lump sum.

7.7 Payment for Part-time Service

A teacher will be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in the school year bears to the total number of school days in the school year.

ARTICLE 8 – BENEFITS

The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the Board decides to change carriers of the insured benefit plans, the Board agrees to implement the same coverage as described in the master policies. No amendments to the plan shall be made without the consent of the Union.

8.1 The Board agrees to contribute on the following basis to the various benefits for teachers enrolled in the Board's Group Benefit plans while an employee is receiving regular salary or paid sick leave from the Board.

a) Health Care

- i) Extended Health Care 90%
prescription Generic Drug plan - \$8.00 cap on dispensing fee paid by the plan
semi-private hospital room coverage
*vision care (\$225 every 2 years)
hearing aid (\$300 every 3 years)
*effective Sept. 1, 2001 the vision care plan will include laser eye surgery in lieu of lenses.

- ii) Dental 90%

Level 1 basic and level 2 restorative (or equivalent)
9-month recall for members/dependents over 18 years of age
1998 ODA fee schedule, 1999 ODA fee schedule Sept. 1, 2001
(2000 ODA fee schedule effective Jan. 1, 2002)

b) Life Insurance 90%

- i) Life Insurance and AD and D (2x salary)
ii) Spousal Life Insurance - \$5,000
iii) Dependent Life Insurance - \$5,000

8.2 Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher and the teachers will determine the carrier. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied. During a disability, a teacher may continue his/her existing coverage in Benefit plans as outlined in Article 8.01 until he/she retires on a TTP pension or the end of the month the teacher turns age 65, whichever comes first provided he/she pays 100% of the cost of such plans. Participation in the LTD plan will be a condition of employment for teachers, except those who opted out prior to January 1, 1998 with the predecessor boards.

Notwithstanding the foregoing, teachers who have indicated their intention to retire may request that premiums not be deducted in accordance with the carrier's contract.

8.03 Optional Life Insurance

In addition to the basic Group Insurance Plan, each teacher will be entitled to purchase further \$25,000 units of insurance to a maximum of \$200,000 of insurance, providing the requirements of the insurance carrier are satisfied. The Board will assume the cost of administering this optional coverage, and the teachers will pay the cost of the premiums.

- 8.04 During a full-time leave of absence, a teacher will be permitted to remain with the various group plans provided the requirements of the insurance carrier are satisfied with the proviso that the teacher is responsible for 100% of the cost of such plans.

8.05 Retiree Benefits

Employees retiring may continue their Health Care benefits and Life Insurance in the Board's Benefits Plans as outlined in Article 8.01 up to the age of 65 providing they pay to the Board in advance full premium cost. Life Insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier.

8.06 Survivor Benefits

Spouses of deceased Board employees may remain in the Board's Health Care benefits for a period not exceeding two years providing they remit to the Board in advance the full premium cost of the benefits maintained.

- 8.07 The employer will supply up-to-date copies of the Group Benefit master policies to the Union as they become available from the insurance companies.
- 8.08 A six-member benefit sub-committee consisting of 3 representatives of the bargaining unit and 3 representatives of the Board will meet upon the request of either party to review the cost and specifications of existing plans (or alternatives) and to make recommendations to the Board and teachers.

8.9 Employment Insurance Rebate

The full employment insurance rebate for teachers covered by this Collective Agreement will be transferred to the Board effective January, 1999.

ARTICLE 9 – LEAVE PLANS

9.01 Cumulative Sick Leave - General

- a)
 - i) Every full-time teacher who is actively at work on the first school day in September each year shall be credited with twenty (20) days of sick leave. Teachers who commence employment during the school year or who teach less than full-time shall be credited with a prorated number of sick days.
 - ii) Teachers whose full or part-time status changes throughout the school year will have their sick leave credits adjusted accordingly.
 - iii) No sick leave credits will be credited to a teacher in any year the teacher is on an unpaid leave of absence including LTD unless otherwise covered in this Agreement. A teacher on a leave of absence for part of the school year will have his/her sick leave credits prorated. A teacher absent from work on paid sick leave will not have his/her annual sick leave allocation for that school year prorated to reflect any period of unpaid absence that extends the period of paid sick leave.
 - iv) At the end of the school year, the unused balance of the sick leave will be credited to the teacher 's sick leave account.
 - v) Teachers shall accumulate sick leave to a maximum of 260 days. Those teachers who have accumulated more than 260 days as of September 1, 1999 shall have their accumulation of sick leave credits capped at the higher value. If through usage, the number of sick leave credits falls under 260 the maximum accumulation shall subsequently be capped at 260 days. Effective September 1, 2001 the maximum accumulation for all teachers will be 240 days.
 - vi) Newly hired teachers shall be credited with accumulated sick leave from their previous board to a maximum of 260 days (240 days effective September 1, 2001), provided they were continuously employed in education, including an approved leave of absence, prior to employment with the Rainbow District School Board.
 - vii) A statement of sick leave credits will be issued annually to each teacher by November 15th. Errors and omissions must be reported to Human Resources prior to December 15 of that year.
- b) Each employee is guaranteed payment for 15 weeks but, after the

expiration of sick leave credits, salary for the remainder of the 15 week period will be paid at the rate of 66 2/3% of regular salary.

- c) Employees who have exhausted their sick leave credits and are absent by reason of sickness,
 - i) four weeks or later, after return to active employment in the case of a new disability, or
 - ii) twelve weeks or later, after return to active employment in the case of recurrence of a previous disability, will receive a salary of 66 2/3% of regular salary for a period up to 15 weeks of absence.
- d) An unpaid leave will be granted for up to the remainder of the school year for teachers who run out of sick leave.
- e) When a teacher is absent from duty for reasons of illness for a period of five (5) consecutive days or more, the teacher shall submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to his/her duties.

Notwithstanding the above, the Board may, in its sole discretion require any teacher to submit a certificate for a period of absence less than 5 days. Should the Board require a certificate for a period of absence less than 5 days, the Board will reimburse the teacher for any amount paid to the physician for the purpose of obtaining a certificate.

- f) The use of sick leave credits due to childbirth will be limited to six weeks from the date of delivery.
- g) Teachers in receipt of WSIB payments will have their salaries topped up to their regular salary by using sick leave credits.

9.2 Pregnancy/Parental Leave

a) Qualifying Employment Period for Pregnancy and Parental Leave

A teacher who has been employed by the Board for a period of thirteen weeks will be eligible for pregnancy/parental (adoption) leave as prescribed in the *Employment Standards Act*. At the request of the teacher and with the approval of the Board, pregnancy and parental leave may begin earlier or later than the term prescribed in the *Employment Standards Act* so as to coincide with the beginning or ending of the school term.

b) Pregnancy Leave

Pregnancy leaves shall be granted in accordance with the provisions of the *Employment Standards Act* to a pregnant teacher, if written notice is given at least 2 weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons but in no case shall the leave commence later than the date of the child's birth. The pregnant teacher must give the Board a certificate from a legally qualified medical practitioner stating the expected birth date.

The Board shall continue to pay its share of premiums for benefits as required under the *Act* unless the teacher elects in writing not to continue the coverage. The teacher will accrue teaching experience as provided in the *Act*.

SEB Plan

During the two-week Employment Insurance waiting period, a teacher shall be paid an amount equivalent to the benefit provided under the *Employment Insurance Commission Act* providing:

- i. the two week waiting period falls during the normal school year on school days and,
- ii. the teacher is entitled to pregnancy leave under the relevant provisions of the *Employment Standards Act*, or
- iii. the teacher is adopting a child and is entitled to parental leave under the relevant provisions of the *Employment Standards Act*, except that only one teacher of the Board shall be entitled to any SEB payment for the adoption of the same child, or
- iv. the teacher is not receiving sick leave during the two week waiting period.

c) Parental Leave (including Adoption Leave)

Parental leaves shall be granted to a teacher in accordance with the *Employment Standards Act*. Where parental leave extends a period of pregnancy leave, the parental leave must be taken consecutive with the end of the pregnancy leave, unless the child has not come into care.

The Board shall continue to pay its share of premiums for benefits coverage as required under the *Act* unless the teacher elects in writing not to continue the coverage.

d) Reinstatement following Pregnancy/Parental/Adoption Leave

A teacher who takes a leave as prescribed under b) and c) will be entitled

to return to the position occupied at the time of the leave if it still exists or to a comparable position. An employee returning must give at least 4 weeks written notice of the date of return.

e) Extension to Parental/Adoption Leave

A teacher may request an extended parental/adoption leave of up to 2 years to coincide with the end of a semester or school year. An employee on extended leave beyond the statutory provisions in b) and c) may continue to participate in the benefits plans provided for in Article 8 of this agreement by prepayment of the full cost of the relevant benefit premiums. Following the extended leave of absence, the teacher will be placed in the same school subject to the provisions of Article 14.

9.03 Jury Duty/Witness

A teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or subpoena as a witness in any proceedings to which s/he is not a party or one of the persons charged. Such leave shall be granted without loss of pay or deduction of sick leave credit.

9.04 Writing Examinations

For the purpose of writing one (1) formal examination per course per year toward a university degree, College diploma or for a higher professional certificate, if the examination is written locally during the school or instructional day, the full day during which the examination is written will be granted without loss of pay or deduction of sick leave credit. If the examination is not written locally but is written on a school day, two (2) days of teaching time will be granted, on the same conditions. Where an examination is written on a week-end but not locally, one (1) day will be granted, on the same conditions.

9.5 Convocations

For the purpose of attending convocation ceremonies where a degree or diploma is being conferred on the teacher or his/her son, daughter, spouse, mother or father, one (1) day will be granted without loss of pay or deduction from sick leave credit.

9.6 Bereavement Leave

- a) When a teacher is required to be absent because of the death of a member of his/her immediate family, he/she shall be granted up to five (5) consecutive teaching days without loss of pay or deduction from sick leave credit. Immediate family would include father, stepfather, mother,

stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or guardian.

- b) When a teacher, in the discretion of the Principal, is required to be absent because of the death of another person, he/she should be granted one (1) day without loss of pay or deduction from sick leave credit.

9.07 Professional Purposes/Union Duties

- a) When a teacher is required to be absent for professional purposes approved by the Board, the necessary time will be provided without loss of pay or deduction from sick leave credit. Professional purposes may include conferences and professional development.
- b) At the request of the Union, the Board may grant release time for Union duties to a maximum of 60 days per school year (20 day maximum per school year per teacher) with no loss of salary or deduction from sick leave credits. The Union will reimburse the Board for the cost of the occasional teacher's salary within thirty (30) days of billing.
- c) Time off for not more than eight (8) staff members will be granted by the Board for meetings when a mediator or an arbitrator is present as part of the negotiating process. During such absences, the Board will continue to pay the teachers' regular salary and benefits on the condition that the Union reimburse the Board for the full cost of supply teacher salaries within sixty (60) days of receipt of the invoice from the Board. Should such meeting (s) be necessary, the request will be made to hold the meeting(s) outside of regular school hours.
- d) i. At the request of the Union, the Board will grant the release of up to one (1) year to the equivalent of one full-time teacher named by the Union provided that the Union reimburse the Board for the cost of the teacher's total salary. The teacher shall be considered 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 his/her normal assignment. Such leave may be extended if requested by the Union.

Effective September 1, 2001 the Union will reimburse the Board the minimum grid salary in the salary category of the teacher on leave plus any allowances paid to the teacher on leave.

9.08 Personal Reasons

When a teacher is required to be absent for personal reasons and provides a

request in writing to the Principal/Supervisor, he/she shall be granted up to six (6) half-days per school year, taken individually, collectively or in combination, without loss of pay. The purpose of such leave is to attend to matters of personal importance which require the teacher's attendance and which cannot be scheduled outside of the normal school day.

9.09 Education Leave

For the purpose of continuing one's formal education on a full-time basis, a leave of absence for up to one (1) school year, without pay may be granted with the approval of the Board.

Requests for such leaves to be in writing to the Principal and Human Resources no later than March 31st for the following year.

This leave may be extended for an additional year upon request .

9.10 Political Leave

The Board shall grant a leave of absence for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of the municipality. The teacher shall continue to accumulate seniority for the period of the leave.

9.11 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period for quarantine when declared by the Medical Officer of Health or designate.

9.12 General Leave of Absence

- a) A teacher may be permitted a leave of absence without salary. An application must be submitted to the Principal and Human Resources, not later than March 31st of the preceding school year.
- b) A leave may be granted on either a full-time or half-time basis. A full-time leave may be granted to a maximum of two consecutive years. A half-time leave may be granted to a maximum of five consecutive years. A half-time teacher shall be scheduled each day on a full year basis.
- c) Benefits may be maintained during a full-time leave of absence in accordance with Article 8.04.
- d) A request for a leave shall not be unreasonably denied.
- e) Changes in the terms of the leave of absence under this Article may be made only by mutual consent of the Union and the Board, must be in writing and must conform with the requirements of this Collective Agreement.

9.13 Returning from Leave/L.T.D

- a) A teacher on leave outlined in Article 9 will be subject to changes within the system as described in Article 14 that would have affected him/her or his/her position had he/she not been on leave.
- b) A teacher returning from general leave of absence or an education leave shall notify the Board of his/her intent to return by March 31st.
- c) A teacher on leave of absence will return to the school he/she left subject to the surplus/redundancy provisions of Article 14.
- d) A teacher, having a Position of Responsibility, on a leave of absence, will return to the position of responsibility (if it still exists) he/she left subject to the provisions of Article 14. A leave of absence taken by a lead teacher during the term of appointment as a lead teacher will not extend the duration of the term appointment.
- e) A teacher on L.T.D. in excess of two (2) years shall notify the Board of his/her intention to return to work by May 1st in order to be eligible for placement the following September. A teacher on L.T.D. who notifies the Board after May 1st will be placed in the first suitable vacancy subject to the surplus/redundancy and recall provisions of Article 14.

9.14 Absence Without Leave

- a) Early leaving/late returning to and from Christmas holidays and the March Break will not be granted. Where, in the opinion of the Director of Education, unavoidable developments occur in returning, the time will be deducted from personal days, or if none remain, will be deducted at a daily rate, in accordance with Clause 6.05.
- b) Absence without leave may be considered grounds for discipline.

9.15 Compassionate Leave

A member shall be granted an unpaid leave for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of 4 weeks in duration. Benefits will continue during the leave and there will be no reduction in the 20 day sick leave allocation for absences covered by this clause.

ARTICLE 10 - STRIKE AND LOCKOUT

10.01 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*.

ARTICLE 11 - SENIORITY

11.01 The Seniority List

- a) Seniority shall be defined as the length of continuous employment as a teacher, other than as an occasional teacher, in the elementary panel of the Board or its predecessor Boards, from the most recent date of hire.
- b) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher is on an approved leave of absence; is in receipt of sick leave, long term disability or Workers' Insurance Benefits; is redundant and continues to retain recall rights.
- c) Where seniority, as defined in a) is equal, the placement of the teachers on the seniority list will be determined, at the time the teacher is hired, by the following factors in order:
 - i) total experience as a teacher with the Board and its predecessors in the elementary panel, including any periods as a long term occasional teacher in the elementary panel; then
 - ii) total elementary teaching experience in Ontario; then
 - iii) total teaching experience in Ontario; then
 - iv) by lot conducted jointly by the parties.

11.02 The seniority list shall be revised and updated by the Board in consultation with the Union and shall be posted in every school or work location with copies to the Union by October 31st and April 1st each year. The list shall include every teacher covered by this Agreement and shall be in order of seniority with the most senior teacher listed first.

ARTICLE 12 - GRIEVANCE-ARBITRATION PROCEDURE

12.01 Informal Step

Where a difference arises between the Board and any teacher(s) relating to the interpretation, application, administration of alleged violation of this Agreement, the teacher(s) may discuss the matter verbally with his/her/their supervisor within fifteen (15) school days of the occurrence, or in the case of a monetary dispute, within fifteen (15) days of receipt of the official notification of salary. The immediate supervisor for a teacher is the Principal and for Resource Personnel, it is the appropriate Superintendent of Schools. The immediate supervisor will answer the complaint within three (3) school days of the discussion.

12.02 Grievance Filed by A Teacher Or Group of Teachers

If a teacher(s) is unable to resolve by informal discussion with an immediate

supervisor, any complaint or question as to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the teacher may lodge a grievance at Step 1 as provided herein.

Step 1

A teacher or a group of teachers desiring to submit a grievance shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement alleged to have been violated, and shall submit such written grievance to the Director or designate with a copy to the Manager of Labour Relations within twenty-five (25) school days of the event which gave rise to the grievance. The Director or designate, together with other representatives of the Board he/she may wish to have present, shall meet with the grievor(s) and the grievor's representative(s) within ten (10) school days following the date on which the grievance was submitted. Every effort shall be made by the Parties to settle the dispute. Within five (5) school days of the meeting, the Director or designate shall forward his/her written decision together with the reasons therefore, to the grievor(s) and to the grievor's representative(s).

Step 2

Failing settlement at Step 1, the grievor(s) shall submit the grievance to the Board, within five (5) school days of receiving the answer at Step 1. The Board or a representative committee of the Board shall meet with the grievor(s) and the grievor's representative(s) within ten (10) school days following the submission of the grievance to the Board for the purpose of investigating, hearing and discussing the grievance and the representations made thereto. Within five (5) school days of the meeting, the Board shall forward its written decision, together with the reasons therefore, to the grievor(s) and to the grievor's representative(s).

12.3 Grievance Filed by the Union or by the Board

The Union or the Board may lodge a grievance in writing within ten (10) school days after the Party became aware of the facts or circumstances giving rise to the grievance. The grievance of the Union shall be submitted to the Director and the grievance of the Board shall be submitted to the Union. The Chair of the Board or his/her designate shall meet with the Union President or his/her designate within ten (10) school days from the date the grievance was submitted and the Parties to the meeting shall investigate and discuss the grievance and shall make every effort to settle the matter. The decision of the Board or of the Union shall be forwarded in writing, together with the reasons therefore, within five (5) school days of the meeting to the Party lodging the grievance.

12.04 Arbitration

Failing settlement at Step 2, or in 12.03, the Board or the Union may within ten (10) school days of the receipt of the written decision provided therein give the other Party written notice of its desire to submit the grievance to final, binding arbitration. The notice shall contain the name of the first Party's appointee to the 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) appointees so selected shall appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within 30 days of their appointment, either Party may request the Minister of Labour to make the required appointment. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision of the arbitration board shall be final and binding upon the Parties. The decision of the majority shall be the decision of the arbitration board, but if there is no decision of the majority, the decision of the Chair shall be the decision of the arbitration board. Notwithstanding the provisions of 12.04 the parties may agree, by mutual consent, to refer the grievance to a single arbitrator.

The arbitrator or the arbitration board, as the case may be, shall not by his/her or its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

- 12.05 Each of the Parties shall bear the expense of its own appointee to the arbitration board and one-half of the expense of the Chair of the arbitration board. Each of the Parties shall bear its own expense respecting appearances at the hearings of the arbitration board. In the event of a single arbitrator, each party will pay one half of the arbitrator's expenses.
- 12.06 The Grievor(s) shall be granted a leave of absence with pay and without loss of seniority or credit for teaching experience for the required attendance at any stage of the grievance procedure prior to arbitration if such leave is required during school hours.

If the grievance should go to arbitration, any expenses for the grievor's attendance at such a hearing and for any other teachers called as witnesses will be borne by the Union. None of these teachers will suffer a loss of sick leave credits, seniority, or credit for teaching experience for such attendance.

- 12.07 All time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties.

One or more of the steps in the grievance procedure may be omitted by the written mutual consent of the Parties, in respect of the processing of a particular grievance.

If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time

limit as may have been confirmed by the written consent of the Parties), the grievance shall be deemed to have been abandoned. If the respondent fails to comply with the time limits, the grievor may enter the grievance in the next succeeding stage.

12.8 Termination Grievance

Where a teacher has received a notice of termination, for reasons other than in accordance with Article 14, the teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.

ARTICLE 13 - STAFFING

- 13.01 a) The Board shall annually determine grade and divisional staffing to ensure compliance with the system-wide average class sizes as required by the *Education Act* and Regulations.
- b) Prior to the allocation of staff based on the Tentative Predicted Enrolment, the System Staffing Committee shall meet to examine and make recommendations related to the number of teachers assigned to each school. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes.
- c) In addition to (a) above, each school will be allocated additional staff for in-school Special Education resource support. The allocation of this staff will be reviewed by the System Staffing Committee.

ARTICLE 14 - SURPLUS/REDUNDANCY/RECALL

14.01 Definitions

- a) A “surplus teacher” shall be defined as a teacher who has been declared surplus to the needs of a school/work location.
- b) A “displaced teacher” shall be defined as a teacher with the least seniority in a geographic area who is displaced by a surplus teacher with more seniority in the same geographical area.
- c) a “redundant teacher” shall be defined as a teacher who has been declared surplus to the needs of the Board.
- d) A “Board initiated transfer” means the movement of a teacher from a position within one school to a position within another school where, in the opinion of

the Board, a transfer is advisable or to meet specific needs within the system.

- e) "Geographic areas" shall be defined as the work locations within the former Manitoulin, Espanola and Sudbury Boards of Education.

14.02 On or before April 1st, a staff complement will be assigned to each school/work location by the Board.

14.03 Declaration of Redundancies

- a) Based on the staff complement allocated to each school/work location and including staff returning from an absence, staff identified to provide specialized needs ie. Deaf, Core French, Music, Resource Personnel etc., and any additional staff as assigned by the Board, the number of redundant teachers will be determined on the basis of seniority.
- b) On or before April 10th a notice shall be posted in each school/work location stating the number of teachers to be declared redundant.
- c) A teacher who is declared redundant will be advised verbally by his/her Principal prior to the notice being posted in b) above - or if the teacher is absent, then upon his/her return. Where a redundancy is declared after the notice in (b) or at times other than at the end of a school year, the Board will provide the redundant teacher with four weeks notice, in writing; eight weeks notice if his or her seniority is five years or more. A teacher who is declared redundant will be added to the list of teachers with recall rights under Article 14.06.
- d) The Board will provide the Union with a list of those teachers who are declared redundant.

14.4 Declaration of Surplus

- a) Once the staff complement for each school has been determined the Principal will tentatively assign positions within the school in accordance with the teachers' position on the seniority list and viability of program. The assignment of a position will include any teacher who is returning from an absence with rights to return to the school. In determining viability of program preference will be given to a teacher who has the appropriate certification required by the College of Teachers. A teacher who has not been declared redundant, and who is not assigned a position within the school, will be declared surplus. On or before April 15th each surplus teacher will be notified. In addition on or before April 15 the Principal will inform each teacher of his/her tentative position within the school for the following year.

Teachers on the staff of a school being closed will become part of the staff

complement of the receiving school. If there is more than one receiving school, teachers will be assigned by the Board to the receiving schools based on the anticipated movement of students.

- b) On the day before each surplus teacher is notified, Human Resources will provide the Union with a list of positions available in the system and the names of staff to be declared surplus.
- c) Once the surplus teachers have been notified by the Principal, the Principal will inform the workplace steward of the tentative teaching assignments within the school.

14.05 Posting of Vacancies

- a) On or before April 15th, and after the surplus declarations, a list of vacant positions effective September 1st will be posted in all schools. Applications will be accepted from any teacher except those who were declared redundant. Where a surplus teacher applies and is qualified for a posted vacancy the surplus teacher must be granted the position unless a more senior qualified teacher applies and is the successful applicant.
- b) Once the principals have filled the posted vacancies, but no later than April 25, the surplus teachers who did not obtain a posted vacancy will be given a list of remaining vacant positions effective September 1st. The surplus teachers will indicate their preference for placement into vacancies and will be placed by the Board into suitable vacancies, taking into consideration the teachers' stated preferences.
- c) If there is no vacant position in the teachers geographic area under (a) for which the teacher is qualified, the surplus teacher will displace the teacher in their geographic area with the least seniority, who is not redundant, and who holds a position for which the surplus teacher holds the necessary qualifications. If the surplus teacher is the teacher in the geographic area with the least seniority and there are no available positions in that geographic area the teacher will remain surplus.
- d) Once the displacement of teachers within a geographic area is completed, all remaining positions which are available in the system effective September 1st will be posted once per week, for 3 school days, but not beyond May 15th. Applications will be accepted by the principals concerned from any teacher (including those remaining surplus) except a teacher who was declared redundant and a teacher on the recall list.
- e) A teacher who is surplus to his/her geographic area will, for a period of 2 years, be given one opportunity to return to any vacancy for which he/she is qualified which occurs in that geographic area in which he/she was declared surplus.
- f) Any teacher who is successful in obtaining a posted vacancy may apply for subsequent vacancies but may only accept one other position (excluding

PAR positions) that occurs for the following school year.

- g) On or before May 15th, a list of positions still available will be provided to each individual teacher who is still surplus, part-time (who by April 1, has requested an increase in contract) or redundant. The teacher will give to his/her Principal a list of his/her priorities for these vacant positions.
- h) On or before May 25th, all Principals, Superintendents, the Manager of Human Resources and the President of the Union will meet to attempt to place all remaining surplus, part-time and redundant teachers (in that order).
- i) Surplus teachers who do not accept an available position or are not qualified or willing to become qualified for an available position prior to the commencement of the position, will be declared redundant and recalled to a position in accordance with the recall provisions of the Agreement.
- j) A vacancy for a Position of Added Responsibility created through redundancy will not be posted until after June 8th. If the redundancy line drops below the teacher holding the said position of responsibility, he/she will be returned to the position and the vacancy will not be posted.
- k) If there is a position remaining after the May 25th meeting, the position will be advertised within the system as a vacancy.
- l) After June 8th part-time teachers who, prior to April 1st, have applied to Human Resources for a full-time assignment, and who are not awarded a vacancy will be considered for full-time positions prior to recalling a teacher from the recall list.
- m) A position which becomes available beyond June 8th will be offered to each teacher on the recall list prior to hiring a new teacher. A vacancy may be advertised externally 48 hours after the initial posting date.
- n) Where there is a competition for a position (2 or more qualified applicants) one applicant will be selected.
- o) Each application for a posted vacancy must be made in writing on the 'Reply to Posting' form supplied by the Board.
- p) The Principal/Supervisor who originated the posting shall acknowledge the application in writing. Each unsuccessful applicant will be notified the same day that the successful applicant is notified.
- q) Selection for each posted vacancy will be based on the requirements of the program, qualifications, experience and references.
- r) A teacher who is transferred after the school year has begun will be given 3 days advance notice and shall be released one day during the notice period to prepare for the transfer.
- s) A position which becomes available during July and August will be offered on the basis of seniority and qualifications to teachers on the recall list.
- t) Nothing in this article will limit the Board from making a 'Board initiated

transfer'. Where such a transfer is necessary the Principal will discuss the reasons with the teacher concerned.

- u) Positions of responsibility which became available in July and August will be posted at the Board Office for five (5) days and a copy sent to ETFO.

14.06 Recall

- a) Teachers who are declared redundant shall retain, for a period of three years from the date of redundancy, the right to be recalled to a position which becomes available and for which the teacher holds the necessary qualifications. Recall to an available position will be done in seniority order.
- b) It shall be the responsibility of teachers on the recall list to notify Human Resources of:
 - i) any changes of address and/or telephone number (including forwarding address and telephone number in case of absence from their regular residence) and
 - ii) their availability for work.

Failure to comply with (i) and (ii) above will result in the teacher's name being by-passed on the recall list until the obligation is fulfilled.

- c) Recall may be made by telephone, confirmed in writing. The teacher must respond within 48 hours. If a response is not received by the Board within the time limits specified the teacher will be deemed to have refused recall.
- d) A teacher who refuses recall for the following reasons will remain on the recall list for the prescribed period:
 - i) sickness;
 - ii) accident;
 - iii) pregnancy leave;
 - iv) the position is less than half-time; or
 - v) special problems approved by the Board in consultation with the Union;
 - vi) the position is in a geographic area other than the one from which the teacher was declared redundant.

A teacher who refuses recall for reasons other than those listed above will be removed from the recall list and will lose his/her right to be recalled.

14.07 Creation and Posting of New Positions of Added Responsibility

- a) Should the Board create a new position of added responsibility, the Board agrees to meet with the Union in advance to reach agreement on the annual salary and allowance, if any, for the position. The duties, responsibilities, qualifications of the position will be discussed with the Union. If no agreement can be reached on the salary the matter may be submitted to arbitration in accordance with Article 12. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.
- b) New positions will be posted in every school. Teachers covered by this agreement will be given first consideration. Should the Board be unable to fill the position from among the teachers covered by this agreement the position may be advertised externally.

ARTICLE 15 - APPOINTMENT TO TEMPORARY PRINCIPAL AND TEMPORARY VICE- PRINCIPAL POSITIONS

- 15.01 A teacher may accept a temporary assignment, not to exceed 193 days in a 2 year period, to a position as "Temporary" Principal or "Temporary" Vice-Principal with no loss of seniority or rights and entitlements under this Agreement. On completion of the temporary assignment, the teacher will return to his/her previous teaching assignment subject to the provisions of Article 14. A teacher who accepts a temporary assignment will remain a member of the Union and will pay the respective union dues in accordance with the collective agreement.
- 15.02 A teacher assigned to the position of Temporary Principal or Temporary Vice-Principal will be compensated at the starting rate on the respective Principal/Vice-Principal salary grid. A teacher appointed to a Temporary Principal position who does not hold principal qualifications will be compensated at the starting rate on the vice-principal salary grid.

ARTICLE 16 - WORKING CONDITIONS

16.01 Occupational Health and Safety

The parties agree that it is the Board's obligation to provide a safe and healthy workplace environment in accordance with the provincial statutes. The Board shall make all reasonable provisions for health and safety of employee.

16.02 Lunch

Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than 40 minutes for lunch free from supervisory, teaching, or other duties.

16.03 Noon Hour Supervision

- a) A teacher employed in two (2) or more schools shall be free of all noon

hour supervision and the Principal of such a teacher shall monitor the teacher's other supervisory responsibilities to prevent supervision overload.

- b) A teacher travelling between two (2) or more schools shall be entitled to a lunch break as well as adequate time to travel. A Principal with a teacher travelling at noon shall work out the teacher's noon break to ensure that this happens.

16.04 Medication

The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence.

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

16.05 School Year

The school year shall not exceed one hundred and ninety-four (194) school days of which four (4) shall be designated as professional activity days. No teacher shall be required to work before the start of the school year for pupils.

16.6 Preparation Time

- a) Every classroom teacher shall be entitled to 160 minutes (150 minutes effective September 1, 2001) of preparation time per week free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period). Such preparation time shall be during the students' instructional day.
- b) Where a classroom teacher does not have full-time instructional duties preparation time shall be prorated.
- c) Preparation time shall be scheduled in blocks of not less than twenty (20) consecutive minutes.
- d) Preparation time may be rescheduled in case of an emergency or when a teacher is required to fill in for another teacher whose absence was not foreseen by the principal. Preparation time that must be rescheduled as a result of emergency will be reassigned within five (5) instructional days.

16.7 Professional Activities

Effective September 1, 2001, each teacher will be granted one-half day to be used for professional activities of the teacher's choice to be taken on a professional development day designated by the Board.

16.8 Instructional Time

- a) Instructional time shall be defined in accordance with the *Education Act*.
- b) Effective September 1, 2001 classroom teachers shall be assigned a maximum of 1350 minutes of instruction for every five instructional days during the school year.
- c) Every effort will be made to allocate instructional time equitably among the staff in each school.
- d) Part-time teachers shall have their instructional time prorated in accordance with their assignment.

16.09 Harassment

The Board will follow its harassment policy.

16.10 Travel Expenses

A teacher who is assigned to teach in two schools shall be reimbursed at the Board's current rate per kilometre for one-way travel between school A and school B.

16.11 Scheduling of Assignments

In assigning duties to a teacher on a part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the teacher.

16.12 Access to Information

A teacher shall have access during normal business hours to his/her personnel file(s) whether in a school or at the Board Office. The teacher may copy any material contained in these files. At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.

16.13 Co-Curricular Activities

The Parties believe that co-curricular activities form an integral part of a student's education and support the use of teacher volunteers and/or community volunteers in the delivery of co-curricular programs.

ARTICLE 17 - PROBATIONARY PERIOD

- 17.01 a) Each teacher shall serve a probationary period of 10 consecutive teaching months from his/her date of hire.
- b) The Board may extend the probationary period of a teacher for an additional 10 teaching months provided the teacher is given reasons, in writing, prior to the final month of the probationary period.
- c) A teacher who is declared redundant prior to completing his/her probationary period and who is subsequently recalled, will be on probation for the required period of time to complete the 10 month probationary period.
- d) A teacher who is absent for any period in excess of 20 consecutive days, excluding school breaks, during his/her probationary period shall have the length of his/her probationary period extended by a period equal to the length of absence.

ARTICLE 18 – TEACHER RESIGNATION/RETIREMENT DATES

- 18.1 A teacher must advise the Board of his/her intention to resign from his/her teaching position prior to May 15th for the upcoming school year and prior to November 30 for December 31st. A resignation at any other time during the year will only be allowed by mutual consent of the teacher and the Board.
- 18.2 It is the policy of Rainbow District School Board that all staff retire on June 30th following their 65th birthday. A teacher must advise the Board of his/her intent to retire prior to March 31st for retirements at the end of the school year and prior to October 31st for retirements on December 31st. Notwithstanding the above, these timelines may be waived by the mutual consent of the teacher and the Board due to special circumstances.

ARTICLE 19 – UNION DUES AND ASSESSMENTS

- 19.01 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 thirty (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.
- 19.02 The payment shall be accompanied by a dues submission list showing the

names, addresses, 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.

19.03 At the request of the Union, the Board shall make the appropriate payroll deductions from the teacher's pay for a "Local Union Levy".

ARTICLE 20 - JOINT COMMITTEE

20.01 Staffing Committees

A staffing committee will be established comprised of three representatives from the Board and three from the Union.

The staffing committee will meet as required to review the application of Articles 13 Staffing and Article 14 Redundancy/Recall. This committee will meet at the request of either party to address concerns related to the staffing process.

20.02 Joint Committees

A Joint Committee will be struck representing the Board and the Union. The Joint Committee will be a collegial forum that will allow teachers and trustees to discuss matters of mutual interest/concern. The first meeting of the Committee will be held on or before September 30th of each school year.

The Committee representation will be formed on the following basis:

- a) Up to five (5) representatives from the Board
- b) Up to five (5) representatives from the Union

ARTICLE 21 – RETIREMENT GRATUITY

21.01 Teachers Hired On or After January 1, 1998

The provisions of this Article shall apply to teachers in the Elementary Panel hired by the Board on or after January 1, 1998.

A retirement gratuity shall be paid to a teacher who has a minimum of 10 years of continuous service with the Board or its predecessor Boards and who is retiring on a service pension or a disability pension under the terms of the Teachers Pension Plan, immediately upon retirement from the Board.

Gratuity payment for teachers with 10 years of continuous service shall be based on 20% of the unused portion of the accumulated sick leave (maximum 200 days) rising 2% for each additional full year of service to a maximum of 50% divided by 200 multiplied by the teachers annual salary at the time of retirement.

President

Negotiating Officer

Letter of Agreement

Between

Rainbow District School Board

and

Elementary Teachers Federation of Ontario

Subject: RETIREMENT GRATUITY

The parties to the collective agreement hereby agree to the following:

- 1) The attached lists of teachers from the former Espanola, Manitoulin and Sudbury Boards of Education are the only elementary teachers in the employ of Rainbow District School Board who retain rights to a Retirement Gratuity as previously provided in the Collective Agreements respective to each board.
- 2) The attached collective agreement language from each of the former Espanola, Manitoulin and Sudbury Boards of Education continues to be in effect for those teachers referred to in item #1 above and listed on the attached lists.
- 3) A committee comprised of equal representation from the Board and the Union will convene within two (2) months of the ratification of this Collective Agreement. The purpose of this committee will be to investigate alternatives to the allocation of the Retirement Gratuity liability. Should an alternative be accepted by the Board and the Union, it will come into effect December 31, 2000.
- 4) The attached list of teachers covered under the terms of the Collective Agreement with the former Manitoulin Board of Education who were hired between September 1, 1979 and August 31, 1992 and who were entitled to but have not yet received a severance gratuity under Article 31, shall, by June 30, 1999, receive from the Board a sum equal to the principal plus accrued interest. Such teachers are not entitled to a retirement gratuity from Rainbow District School Board.

Dated at Sudbury this 17th day of December, 1998.

For the Board

Ernie Checkeris
Gord Ewin

For the Union

Val Duhaime
Ken Collins

