

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE SECONDARY SCHOOL TEACHERS OF DISTRICT 3

September 1, 1998 - August 31, 2000



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## 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 the terms which have been mutually agreed upon and which shall be applicable to all members of the Bargaining Unit and the Board during the effective period of the Agreement

## ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This Agreement shall come into force and take effect September 1, 1998 and shall remain in force through August 31, 2000 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 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*.
- 2.02 Notwithstanding the period of notice cited in 2.01, either party may notify the other, in writing within the period commencing May 1 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*.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures. (Except for error, inadvertence or omissions, this Agreement shall form the basis of computing all salaries and other conditions defined therein).
- 2.04 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall have the meanings ascribed to them in the *Ontario Labour Relations Act*.

## ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (OSSTF) as the exclusive bargaining agent for every teacher, other than occasional teachers, principals and vice-principals, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time.
- 3.02 The Board recognizes the right of the Union to be represented by any duly authorized adviser, agent, counsel, solicitor or representatives, 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.
- 3.04 The Board recognizes the negotiating team of District 3 OSSTF as the agent of OSSTF to negotiate on its behalf.
- 3.05 The Board further recognizes the right of OSSTF to represent a member at a disciplinary meeting where the conduct or competence of the member is being considered.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The OSSTF recognizes that it is the right of the Board to:
- a) Provide, maintain and conduct the operation of its schools in accordance with the Acts and Regulations of Ontario and Board policy.
  - b) Determine all other matters except as expressly defined in this Agreement,
- 4.02 Probationary Period
- a) All teachers shall serve a probationary period of 10 consecutive teaching months from their first day of work.
  - b) The Board may extend the probationary period of a teacher for one 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 the absence.



4.03 Just Cause

- a) OSSTF and the Board agree that no teacher shall be disciplined, demoted or discharged except for just cause.
- b) Notwithstanding 4.03(a), the parties agree that the Board may dismiss a probationary employee at a lesser standard.

4.04 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.

4.05 Personnel Files

- a) A teacher shall have access, during normal business hours, to his/her personnel file(s) whether in school or at the Board office. The teacher may copy any material contained in these files.
- b) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- c) If the teacher disputes the accuracy or completeness of any such information other than an evaluation report, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
- d) When the Board amends information, the Board shall, at the request of the teacher, notify all persons who received a report based on the inaccurate information.

## ARTICLE 5 - CATEGORY DEFINITIONS

5.01 Teachers will be paid in accordance with their Certification Rating Statement based on the Ontario Secondary School Teachers' Federation current certification plan, For teachers on Letters of Standing, the letter of evaluation will be accepted for category placement,

### 5.02 Initial Placement

Newly hired teachers will be placed in Category 1 pending receipt of a Certification Rating Statement. Where the Statement is received in the Human Resources Department within 4 months of the date of commencement of employment, salary adjustment will be made retroactive to that date. Otherwise, salary adjustment will be effective on the first of the month following receipt of the Statement in the Human Resources Department. Where it appears the teacher will be unable to obtain the necessary documentation on time through no fault of the teacher, he or she will advise the Board, in writing, and the Board shall extend the deadline.

- 5.03
- a) A teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable. Where a teacher qualifies, prior to September 1st, for a change in category, the adjustment will be made effective from the beginning of the school year, on submission of the proper documents to the Board.
  - b) It shall be the responsibility of the teacher to obtain evidence of changes in category and submit same to the principal and the Manager of Human Resources on or before December 15 of that year to receive retroactive pay to the beginning of the school year.
  - c) If a teacher submits evidence of a category change after December 15 of that year but prior to June 1 of the next year, the salary adjustment will be made effective as of the first day of the month immediately following receipt of such evidence by the Manager of Human Resources.
  - d) If, due to an extenuating circumstance, evidence required for a category change cannot be obtained by December 15 through no fault of the teacher concerned, consideration will be given to vary from the above policy provided the request is brought to the attention of the Manager of Human Resources before December 15.
  - e) The qualifications for the category change must have been obtained prior to September 1 in order for the above changes to be effective.
  - f) In the event that a teacher is mistakenly paid, during the term of this agreement, a salary rate that is higher than that to which the teacher is entitled, the Manager of Human Resources will convene a meeting at the request of the teacher involved and a representative of the Union. At this meeting, the method and timeline for the

repayment of these monies by the teacher will be determined. Such repayment schedule shall not exceed two years.

- 5.04 Any teacher covered by a predecessor collective agreement who faces a drop in category will have their category red-circled for two (2) years to allow upgrading to O.S.S.T.F. certification.

ARTICLE 6 - SALARY

- 6.01 The salary in place in the three predecessor Collective Agreements will continue effective September 1, 1998.

Effective September 1, 1999

<u>Years of Experience</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	31,132	32,183	35,545	36,421
1	33,160	34,278	37,934	38,951
2	35,188	36,373	40,323	41,481
3	37,216	38,468	42,712	44,011
4	39,244	40,563	45,101	46,541
5	41,272	42,658	47,490	49,071
6	43,300	44,753	49,879	51,601
7	45,328	46,848	52,268	54,131
8	47,356	48,943	54,657	56,661
9	49,384	51,038	57,046	59,191
10	51,412	53,133	59,435	61,721
11		55,228	61,824	64,251
12				66,781
Increments	2,028	2,095	2,389	2,530

Note: Teachers at Espanola H.S. who are in the maximum in category 1, 2, or 3 on the Espanola Grid shall have their salary red circled at the time of ratification.

a) Allowance for Post Graduate Degrees

Commitments made by the Board or its predecessors with respect to post graduate degrees shall be honoured during the term of this agreement. Such allowances shall be separate from and in addition to the grid salary.

b) Allowance for Positions of Responsibility

Program Leader - \$3,600 per annum effective September 1/99.  
Coordinator - \$6,000 per annum effective September 1/1999.

6.02 Proof of Teaching Experience

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

All previous elementary and secondary teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the Board will be recognized for placement on the grid. Only experience obtained while in a permanent or probationary teaching assignment or experience as a long term occasional teacher for periods in excess of 20 consecutive teaching days will be included. Continuing Education teaching experience with the Rainbow District School Board which commenced on or after September 1, 1998, will be recognized at the rate of one month of teaching experience per continuing education credit taught.

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 within three months of the first day of work.

6.03 Calculation of Teaching Experience for Salary Purposes

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 10 the total number of complete months of teaching; i.e. periods of 20 or more consecutive days of teaching. Where the remainder in such a division is 5 months or greater, an additional year will be granted for salary purposes only.
- b) If a period of teaching experience includes a partial month of 10 or more days, this experience will be recognized as a complete month e.g. 4 months and 12 teaching days will equal 5 months; 4 months and 9 teaching days will equal 4 months.
- c) Part-time teachers who are employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times 10 months (e.g. teachers working 50% of the time will be credited with 5 months; teachers working 80% of the time will be credited with 8 months).

- d) The calculation of teaching experience for teachers on leave is based on paid time for the period (sick leave excluding periods on LTD). No calculation for teaching experience will be made for teachers on unpaid leave with the exception of the Pregnancy Leave period as outlined in Article 13.
- e) No teacher shall accumulate more than 1 (one) year's experience per school year.

#### 6.04 Allowance for Related Trade Experience

For teachers of technological studies, up to \$3,000 at the rate of \$300 per year will be granted for each year of related experience in the trade to be taught. Only experience gained prior to employment with the Board will be considered.

Effective September 1, 1999, this allowance will increase to \$500 per year to a maximum of \$5,000.

Commitments made by the Board or its predecessors to individual teachers when hired as to the number of years and/or the total dollars for related experience shall be honoured during the term of this Agreement. This allowance shall not have the effect of piercing the maximum of the applicable group in the basic salary scale.

### **ARTICLE 7 - UNION DUES**

7.01 Pursuant to the Ontario Labour Relations Act, on each pay date on which an employee is paid, the Board shall deduct from each employee's pay the regular OSSTF Union Dues as specified in writing by the Union as forwarded to the Board at least thirty (30) days prior to the expected date of change.

7.02 The OSSTF dues deducted in 7.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto ON M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. A copy of the list shall also be sent to the president of the Union.

#### 7.03 Local Levy

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the local Union office on a monthly basis.

- 7.04 Any monies deducted under 7.02 and 7.03 shall be reflected as a deduction on employees' T4 slips.
- 7.05 OSSTF shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF.

**ARTICLE 8 - METHOD OF PAYMENT**

8.01 Annual salaries shall be paid according to the following plan:

September - the Friday before the first instructional day	8%
September - 25th of the month	8%
October "	8%
N o v e m b e r "	8%
December "	8%
January "	8%
February "	8%
March "	8%
April "	8%
May "	8%
June "	<u>20%</u>
	<u>100%</u>

All teachers covered by this Agreement will receive their pay by direct deposit in the bank of their choice.

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.

8.02 Part-time teachers will be paid prorated based on their assignment compared to a full-time assignment.

**ARTICLE 9 - HIRING PRACTICES**

9.01 Positions of Responsibility

All positions of responsibility that became available for a temporary duration of more than one month but less than a full school year, will be filled by the principal within the school and without posting.

Where it is known that a position of responsibility will become temporarily available for a full school year, that temporary assignment will be posted.

Any teacher applying for a position of responsibility who has never held a position of responsibility, will require a letter signed by the applicant's principal and superintendent recommending him/her for the position.

Each school shall endeavour to employ no less than thirty percent (30%) of either gender holding positions of responsibility.

Principals and Vice-Principals will conduct the interviews for Positions of Responsibility that are posted.

## 9.02 Teaching Positions

- a) In semestered schools, all positions of a duration of one semester or more that become available between May 1 and July 8 effective for September 1; and May 1 and the Christmas Break effective for February 1 shall be posted. In non semestered schools, all positions that come available between May 1 and July 8 and effective September 1 shall be posted.

Positions which become available between the last posting before May 25 and May 25 may be offered to surplus teachers without posting.

- b) Postings must be up for a least five school days before an appointment is made. Positions shall be filled within five (5) school days of receipt of a second application from a qualified candidate.
- c) External advertising will occur only if there is no qualified applicant, and after the position has been posted for a minimum of ten (10) school days. No external advertising for a position shall occur prior to May 25 unless it is certain that no teacher can be placed in the position under the provisions of Article 17 (Transfer, Surplus and Redundancy) and Article 18 (Right of Recall).
- d) Any other teaching position that becomes available during the school year or a portion thereof shall be filled from:
  - i) the recall list in accordance with Article 18, Right of Recall, provided that the teacher has the qualifications, or
  - ii) at the Board's discretion if there are no qualified teachers identified in (i).

- e) Teachers who are part time may increase their percentage (%) of time worked, effective the following year to full time:
  - i) before March 1st by advising the Board in writing. They shall be placed on the Surplus or Redundancy List depending on seniority, or
  - ii) after March 1st by obtaining a posted position.
- f) When a principal receives more than one application for a posted position, a reasonable number of qualified applicants shall be interviewed.
- g) Replacements for Teachers on Leave

A teacher on leave of absence of any kind shall return to the school he/she left in accordance with Article 18 (Right of Recall).

### 9.03 Teacher Exchange

- a) Teacher Exchange shall consist of a transfer, with approval of the Board for a period of up to one (1) year, with another teacher from a different Board, Province or Country. An extension may be granted by unanimous agreement among the Board, the Union and the teacher concerned.
- b) The teacher shall receive full salary and benefits as per this Agreement.
- c) For the first year of such an exchange (or a one-year extension), the teacher for the purposes of Article 17 (Transfer, Surplus and Redundancy) shall be considered as a staff member of their original school. At the end of the first year the teacher involved will:
  - i) revert to their original school or,
  - ii) extend their exchange for one year by mutual consent of the teacher affected subject to Board approval or,
  - iii) make the exchange permanent upon the written application of the two teachers affected subject to Board approval.

### 9.04 Termination of Employment

A teacher shall notify the Board by November 30 of his/her intention to resign effective December 31 or the end of Semester 1, and by May 15 of his/her intention to resign effective the end of the school year. Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.



ARTICLE 10 - POSITIONS OF RESPONSIBILITY

10.01 Effective September 1, 1999 the following allocation of program leaders will be granted to each secondary school based on the October 31st enrolment in the previous school year. The allocation will be given for a two (2) year period and the appointments will be for a 2 year term.

School Enrolment	Number of Positions
1 - 200	1
201 - 400	2
401 - 700	4
701 - 1000	6
1001 or more	8

10.02 a) The principal shall determine the programs for which a position shall be posted. The principal will consult with the in-school staffing committee prior to finalizing the program leader structure.

b) Mandatory positions

All schools (excluding Cecil Facer and French River Secondary School) shall have the following mandatory program leader positions:

- 1 - sports
- 1 - Student Services (Guidance, Co-op and Special Education)

c) The remaining positions shall be chosen from among the following program areas or combinations thereof:

arts/music/drama	mathematics
business/computer studies	languages
english	science
family studies	social sciences
french immersion	technological education
any others approved by the superintendent	

d) These positions shall be available only to teachers who are employed full-time with the Board.

- e) If a position becomes vacant during the two (2) year term, it shall be posted and filled for the remainder of the term.
- f) Program leaders will be assigned a full-time teaching load. Program leaders will not be required to perform on-call duties.

10.03 Acting Administrative Positions

- a) Subject to the provisions set out below, a teacher who is seconded for a specific term to fulfill the duties of a vice-principal position for a period of time not to exceed ninety-five (95) regular school days, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
  - i) payment and deduction of union dues and levies;
  - ii) participation in the teachers' benefits plans pursuant to the Collective Agreement;
  - iii) accrual of bargaining unit seniority in the usual course; and
  - iv) full recognition and credit for teaching experience for the term the teacher is in the position.
- b) The terms and working conditions of the vice-principal assignment shall be the same as those of other vice-principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers seconded to perform these duties shall not be expected or required to discipline other teachers or to write or present performance appraisals of other teachers.
- c) The salary for the teacher seconded to perform vice-principal duties shall be the ordinary starting salary rate for a vice-principal, pro-rated for the period of time of the assignment.
- d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement between the Board and the Union.
- e) A decision of the Board to terminate a teacher's assignment to a vice-principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to his/her teaching duties within the Union, subject to a clear five (5) days notice to the Principal.
- f) Upon the termination of the acting assignment, the teacher shall be placed in the teacher position held by him/her prior to the secondment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the Union.

- g) The replacement of an absent vice-principal by an acting administrator will not result in any on-calls or other additional duties for any member of the bargaining unit.

**ARTICLE 11 - 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.

11.01 Effective September 1, 1999 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)  
out of country coverage and Manuassist travel coverage deleted from the plan

ii) Dental 90%

Level 1 basic and level 2 restorative (or equivalent)  
g-month recall for members/dependents over 18 years of age  
1997 ODA fee schedule

b) Life Insurance

- i) Life Insurance and AD and D (2 x salary) **90%**
- ii) Spousal Life Insurance - \$5,000
- iii) Dependant Life Insurance - \$5,000

11.02 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. 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 11 .01 until he/she retires on a TPP

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.

11.03 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.

11.04 Retiree Benefits

Employees retiring may continue their Health Care benefits and Life Insurance in the Board's Benefits Plans as outlined in Article 11 .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.

11.05 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.

11.06 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.

11.07 A four-member benefit sub-committee consisting of 2 representatives of the bargaining unit and 2 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.

11.08 Employment Insurance Rebate

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

## **ARTICLE 12 - SICK LEAVE**

### 12.01 Sick Leave

- a) Every full-time teacher who is actively at work as of September 1 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 pro-rated number of sick days.
- b) Teachers whose full-time or part-time status changes throughout the school year will have their sick leave credits adjusted accordingly.
- c) No sick leave credits will be credited to a teacher in any year the teacher is on a 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 pro-rated.
- d) At the end of the school year, the unused balance of the sick leave will be credited to the teacher's sick leave account.
- e) Teachers shall accumulate sick leave to a maximum of 240 days. Those teachers who have accumulated more than 240 days as of September 1, 1998 shall have their accumulation of sick leave credits capped at the higher value. If through usage, the number of sick leave credits falls under 240, the maximum accumulation shall subsequently be capped at 240 days.
- f) Newly-hired teachers shall be credited with accumulated sick leave from their previous board to a maximum of 240 days, provided they were continuously employed in education prior to employment with the Rainbow District School Board.
- g) A statement of sick leave credits will be issued annually to each teacher in the fall. Errors and omissions must be reported to Human Resources prior to December 15 of that year.

12.02 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.

12.03 Employees who have exhausted their sick leave credits and are absent by reason of sickness,

- a) four weeks or later, after return to active employment in the case of a new disability, or

b) 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.

12.04 An unpaid leave will be granted for up to the remainder of the school year for teachers who run out of sick leave.

12.05 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.

12.06 Teachers returning from Long Term illness shall be encouraged to return at the beginning of a semester or school year. Teachers returning to work from LTD or any extended period of sick leave must submit a certificate from a qualified medical practitioner certifying the teacher's ability to return to teaching duties. Teachers returning from Long Term illness shall return to their original schools.

### **ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE**

#### 13.01 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.

#### 13.02 Pregnancy Leave

A minimum of 17 weeks pregnancy leave and 18 weeks parental leave shall be granted under 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. 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 coverage for the 17 week statutory pregnancy leave unless the teacher elects in writing not to continue the coverage. The teacher will accrue teaching experience for the 17 week statutory leave.

13.03 Parental Leave (including Adoption Leave)

A minimum of 18 weeks parental leave shall be granted to a teacher in accordance with the Employment Standards Act. Such leave must commence within 35 weeks of the child coming into care, if notice is provided at least 2 weeks prior to the commencement of the leave. 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. In such cases, parental leave shall commence within 35 weeks of the date of birth.

The Board shall continue to pay its share of premiums for benefits coverage for the 18 week statutory parental leave unless the teacher elects in writing not to continue the coverage. The teacher will accrue teaching experience for the 18 week statutory leave.

13.04 Reinstatement following Pregnancy/Parental/Adoption Leave

A teacher who takes a leave as prescribed under 13.02 or 13.03 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.

13.05 Extensions 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 35 week statutory provisions in 13.02 and 13.03 may continue to participate in the benefit plans provided for in Article 11 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 17.

13.06 Sub-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:

- a) the two week waiting period falls during the normal school year on school days, and
- b) the teacher is entitled to pregnancy leave under the relevant provisions of the *Employment Standards Act*, or
- c) 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 SUB payment for the adoption of the same child.

## ARTICLE 14 - LEAVES OF ABSENCE

The Board will grant leave of absence in the following cases, providing reasonable prior notification is given in order that a suitable replacement may be found.

### 14.01 Jury Duty

A leave of absence without loss of pay or sick leave credits will be granted by the Principal to a teacher who is required to be absent because of jury duty, or duty as a witness in any court to which he/she has been summoned in any proceedings to which he/she is not a party or one of the persons charged on a matter not relating to his/her employment with the Board.

### 14.02 Writing Examinations

For the purpose of writing a final examination toward a university degree or for a higher professional certificate, if the examination is written locally during the day, the full day of teaching time 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 days of teaching time will be granted, on the same conditions. Where an examination is written on a weekend but not locally, one day will be granted, on the same conditions.

### 14.03 Convocations

For the purpose of attending convocation ceremonies where a degree is being conferred on the teacher or on his/her daughter, son, husband, wife, mother or father, one day will be granted if the convocation is held locally during a school day. Should the convocation be on a school day but not held locally, two days will be granted. If it is held out of town on a weekend, one day will be granted. In all cases, the time off teaching will be without loss of pay or deduction from sick leave credit.

### 14.04 Bereavement Leave

- a) When a teacher is required to be absent because of the death of a member of his/her family, he/she will be granted up to five consecutive teaching days without loss of pay or deductions from sick leave credit. Immediate family includes father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or guardian. The Board recognizes that prior notice may not be possible for this type of leave.
- b) A leave of absence may be granted by the Principal of a teacher for up to one (1) full day to attend the funeral of a person other than those mentioned above.



The Board recognizes that prior notice may not be possible for this type of leave.

14.05 Personal Reasons

- a) When teachers are required to be absent for personal reasons they shall be granted up to six half-days per school year, taken individually, collectively, or in combination without loss of pay, but they shall be subject to deduction from sick leave credit. The scheduling of these absences must be approved by the Principal. The purpose of such leave is to attend to personal matters which require the teacher's attendance and which cannot be scheduled outside the normal school day. A teacher may be granted a leave when requested for family medical concerns under this clause. Where a teacher uses personal leave days for the purposes of recognized religious holidays, there shall be no deduction of sick days.
- b) For personal reasons not otherwise covered, a leave of absence for up to one week may be granted, and for extenuating circumstances, a leave may be permitted for up to one year, with the approval of the Principal. Such leaves will be without pay, in accordance with clause 8.01, and without deduction from sick leave credits. Where the leave is for a period exceeding one (1) month, the teacher is responsible for 100% of the cost of benefits.

14.06 Absence Without Leave

- a) Early leaving/late returning to and from holidays or approved leaves will not be granted. Where, in the opinion of the Director, unavoidable developments occurred which prevented the return of the teacher, the Director may grant personal days under Article 14.05. For any days not approved as personal leave salary will be deducted at a daily rate.
- b) Absence without leave may be considered as grounds for discipline.

14.07 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.

14.08 Union Leave

- a) In consultation with the Board, the Union may purchase release time for teachers who are engaged in Union business involving their provincial associations.
- b) Upon notification to the Board, the Union shall be granted up to 60 person days per school year of release time to tend to local Union business. These 60 days

are exclusive of and in addition to release time provided for below in sections c), d) and e) of this clause. The Union shall reimburse to the Board the actual cost of the replacement teachers.

- c) Release time for up to 8 teachers shall be granted by the Board for negotiation meetings between the parties when such meetings occur during the school day. The Union shall reimburse to the Board the actual cost of the replacement teachers.
- d) Release time for up to 8 teachers shall be granted by the Board for meetings when a Mediator or arbitrator is present as part of the negotiating process, The Union shall reimburse to the Board the actual cost of the replacement teachers.
- e) At the request of the Union, a member shall be granted a leave of absence of up to one school year, renewable upon request. The Board will pay the teacher(s) full salary and fringe benefits and will allow full credit for teaching experience, seniority and sick leave for such leave. The Union shall reimburse to the Board the salary paid to the teachers for the periods of leave.
- f) For Local members elected to positions on the provincial organizations (OSSTF, OTF):

Full-time leaves without pay will be granted on an annual basis if requested by May 1st, as long as the member(s) hold an elected position.

Leaves on a day-to-day basis will be granted at the discretion of the Board when requested by the parent organization. The Union shall reimburse the Board the actual cost of the replacement teachers.

Positions of responsibility of teachers on Union leave will be protected for a period not exceeding the remainder of the position's term.

#### 14.09 General Leave of Absence

Teachers may be permitted one year's leave of absence without pay or benefits. Part year or part-time leaves may also be granted.

During a full-time leave of absence the teacher will be permitted to remain with the various group benefit plans as outlined in the contract, but with the proviso that he/she will be responsible for 100% of the cost of such plans. Benefits will be maintained for those teachers who teach part-time all year.

Following the year's leave of absence, the teacher will be placed in the same school, subject to the provisions of Article 17. Teachers having positions of responsibility will return to their positions of responsibility at the end of the leave.

Applications for a general leave of absence shall be submitted to the Manager of Human Resources through the Principal, not later than March 31st of the preceding year.

Teachers will be responsible for notifying the Board by March 31st of his/her intent to renew the leave. Leaves may be renewed for a second successive year upon the mutual agreement of the Board and the teacher. Half-time leaves may be renewed for up to five successive years upon the mutual agreement of the Board and the teacher.

#### 14.10 Special Leave Incentive Plan (SLIP Leave)

- a) Teachers who have twelve (12) years of teaching experience are eligible for this plan.
- b) A teacher taking a half-time leave will be paid 60% of his/her annual salary that school year.
- c) A teacher taking a full semester leave will receive 50% of his/her annual salary while teaching and 10% of his/her annual salary on the 25th of the first month of the leave.
- d) A teacher who opts to teach half-time all year will receive 60% of his/her annual salary as per Article 8.
- e) Benefits will be maintained for teachers on leave under this plan.
- f) In order to ensure viability of programs, the Board may limit the number of leaves, total and per semester, per subject or per school. Such limitations shall be applied according to the seniority of the applicants. No teacher shall be entitled to this leave for more than 4 years in their career with the Board.
- g) Applications for leave under this plan shall be submitted to the Manager of Human Resources through the Principal, not later than March 31st of the preceding year.

#### 14.11 Leave for Professional Purposes

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 credits. Professional purposes may include conferences and professional

development.

If teachers are requested to be absent for a full day by the appropriate Superintendent and a supply teacher is required, the cost of such shall be charged to the Board's budget.

## ARTICLE 15 - STAFFING FORMULA

### 15.01 Staffing Committee

- a) The Staffing Committee shall be established by January 15th and maintained from year-to-year thereafter. The committee shall consist of three (3) representatives selected by the Board and three (3) representatives selected by the Union.
- b) Staffing Committee shall:
  - review by April 1 the student enrolment projections for the following school year;
  - review by April 15, the system-wide staff complement allocated to schools;
  - review by April 30th, May 31, June 20th and throughout September fluctuations in student enrolment figures and review the changes, if any, to the system-wide staff complement and its allocation to schools;
  - review by October 15, the September 30th student enrolment statistics and class size statistics, to monitor the Board's system-wide average class sizes. This review process will be repeated for semestered schools by February 28th based on February 15th statistics.

### 15.02 In-School Staffing Committee

- a) An in-school staffing committee will be established by March 1st and maintained from year-to-year thereafter. The committee shall consist of: the Principal, the Vice-Principal, two representatives of the Union as selected by the Union (Note: where there is no Vice-Principal in a school, there will be only one representative of the Union.)
- b) The in-school staffing committee shall review the staff complement for the school upon being allocated staff by the Board.
- c) Prior to October 31 the committee shall meet to review the calculation of average class size and allocation of average instructional time per teacher. A similar review

shall occur for semester 2.

15.03 Projected Staff Requirement

This formula will be used to generate staff complement for the following students: grade 9 students, basic level students, general level students, advanced level students, all excluding adults. Where the term student enrolment is used in this Article it shall refer to these student populations only.

a) Definitions

Average Daily Enrolment (ADE) - projected student enrolment for October 31 x 0.5  
+ projected student enrolment for March 31 x 0.5

Average Number of Credits per Student (Average Credits) - shall be the actual number of credits taken per student in the preceding year.

Average Class Size (ACS) - as defined by the Ministry of Education and as required by The Education Act.

b) Formula

i) Classroom Teachers

The base number of classroom teachers shall be generated as follows:

$(ADE) \times (Average\ Credits) = Total\ Number\ of\ Student\ Credits$

$Total\ Number\ of\ Student\ Credits / (ACS) = Base\ Number\ of\ Classes$

$Base\ Number\ of\ Classes / (\#\ of\ Classes\ per\ full-time\ teacher) = Base\ Number\ of\ Teachers$

ii) Guidance

One (1) guidance teacher shall be generated for every 400 students.

iii) Library

Schools with student enrolment of 400 and over - 0.50 librarian

iv) Special Education Resource

Schools with student enrolment less than 500- 0.5 teacher  
Schools with student enrolment over 500 - 1.0 teacher

v) Adult Students

The number of students over 21 years of age / 25 = Teachers

Note: These students must be integrated into existing classes or programs, ie. No special stand alone classes to be created for these students, Students used in the calculation cannot be included in (i), (ii), (iii), (iv) above.

vi) Staffing for students in self-contained basic programs will be above the formula.

c) Holdback

Up to 1% of the projected staff requirement generated above shall be held back from a school's allocation until October 31. Principals will timetable without including the staff allocation which has been held back. Once the actual October 31 class size calculations are complete, the Board will determine what percentage if any of the holdback will be allocated to the schools.

d) Cecil Facer

The teaching staff complement of the Educational Program at the Cecil Facer Youth Centre shall be determined annually by the Board in consultation with the Ministry of Correctional Services and subject to the approval of the Ministry of Education and Training.

e) Any programs in the school requiring additional staff must be staffed over and above the staff generated by 15.03(b) and said staff must be members of OSSTF.

ARTICLE 16 - SENIORITY LIST

16.01 a) For the purposes of transfer, redundancy and recall, the Board will prepare a list of all secondary school teachers ranked according to seniority as defined below and will provide copies of the list to the Union and to each secondary school. Such a list will be distributed by the last teaching day in November. An updated teacher seniority list shall be distributed to the schools by April 15.

The seniority list dated December 31, 1997 will be frozen as previously agreed to. The seniority date and the order of seniority that is in effect on this first list will not change except as provided for in this Agreement.

The following will be used to place teachers on the seniority list after January 1, 1998.

- b) "Seniority" shall be defined as the length of continuous employment as a teacher, other than as an occasional teacher in the secondary panel of the Board or its predecessor Boards from the first date worked.
- c) 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, LTD or workers' insurance benefits; is redundant and continues to retain recall rights.
- d) Where seniority, as defined in b) 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 secondary panel, including any periods as a long term occasional teacher in the secondary panel; then
  - ii) total experience as a teacher with the Board and its predecessors in both the secondary and elementary panels, including any periods as a long term occasional teacher in the secondary or elementary panel; then
  - iii) total teaching experience recognized for salary purposes; then
  - iv) by lot conducted jointly by the parties.
- e) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.
- f) Errors in the calculation of an employee's seniority shall be brought to the attention of the Board by the employee within 20 work days of placement on the list or the list shall be deemed correct.
- g) Cecil Facer Youth Centre
  - i) Teachers at the Cecil Facer Youth Centre who transferred from the Provincial Schools Authority shall maintain their seniority calculated to 1987-08-31, and the said seniority shall continue to accumulate for each such employee for as long

as the employee remains in the position only in the Cecil Facer Centre Education Program.

- ii) Where a teacher who is employed as of 1987-09-01 in the Education Program at Cecil Facer is accepted to fill a vacancy in Rainbow District School Board on or after 1987-08-31, his/her seniority with the Board shall be calculated from 1987-09-01.
- iii) If a teacher in the employ of Rainbow District School Board as of 1987-09-01 subsequently transfers to the Educational Program at the Cecil Facer Youth Centre, that teacher's seniority in the Program shall be calculated from 1987-09-01.
- iv) Program seniority at Cecil Facer Youth Centre will cease to exist when the original staff at 1987-09-01 have been replaced through resignation, retirement or transfer.

## **ARTICLE 17 - TRANSFER, SURPLUS AND REDUNDANCY**

### 17.01 Geographic Regions

For the purposes of Transfer, Surplus and Redundancy, the Employer shall be deemed to consist of three (3) geographic regions as follows:

1. Espanola: the former Espanola Board of Education
2. Manitoulin: the former Manitoulin Board of Education
3. Sudbury: the former Sudbury Board of Education

### 17.02 Board Initiated Transfers between Geographic Regions

No teacher will be transferred by the Board from a school in one geographic region to a school in another geographic region without the teacher's written consent. Teachers who change schools through the surplus/redundancy/recall process or through the job posting process are not considered transfers for the purpose of Article 17.02.



17.03 Definition of Redundancy

Redundant teachers shall be those in excess of the projected staffing requirements of the system for the upcoming school year. Teachers shall be declared redundant strictly in order of seniority, starting with the teacher with the least seniority in the system, but subject to the provisions of 17.05, 17.06, 17.07 and 17.08. The names, seniority and present location of such teachers shall form the initial redundancy list. The number of teachers to be declared redundant shall be determined as follows:

$$R = (PS + RL - A - GL) - PSR$$

WHERE:

- R = number of teachers redundant to system
- PS = Present Staff - that is, all secondary teachers presently in the employ of the Board.
- RL = Returning from Leave - that is, teachers who are presently on leave but will be returning for the upcoming year.
- A = Attrition - resignations or retirements.
- GL = Going on Leave - those teachers in the employ of the Board, who are going on a leave commencing with the upcoming September.
- PSR = Projected Staff Requirement.

17.04 Declaration of Redundancy

- a) By May 1 or the last school day preceding, The Board shall determine the number of and names of, teachers to be declared redundant. Teachers so declared shall be informed by the same date in writing. At the teacher's request the Board will provide him/her with a letter of reference outlining the fact that the possible termination of this teacher's employment is due solely to redundancy and the person's seniority. The teacher shall also be informed of the provisions of this contract which might lead to his/her re-employment. The Secondary Staffing Committee of the Bargaining Unit will be kept fully informed of all decisions made under the provisions of this Article. The Director or his/her designate will discuss the development of the Redundancy List and Surplus List and advise the secondary staffing committee of the initial lists and subsequent revisions to these lists.
- b) When a position of responsibility is vacated due to redundancy, such position shall be filled on a provisional basis until it is established that the redundant Program Leader will not have a position in the same school in the following school year. If the redundant Program Leader is recalled prior to the start of the school year, he/she will be reinstated to his/her original position.

17.05 Definition of Surplus

A surplus teacher shall be a teacher for whom no position will be available in his/her present school **in** the upcoming school year, based on **the** criteria outlined below:

In those schools where it is necessary, the Principal and/or Academic Superintendent will designate teachers deemed surplus.

Criteria for designation will be according to the Seniority List as defined in Article 16 (Seniority) providing the viability of the programs within the school is not jeopardized. Viability of a program means having enough teachers who meet Ministry requirements for certification and who have adequate post secondary academic qualifications, training or experience to teach the subjects required. Teachers in positions of responsibility as outlined in Article 10 (Positions of Responsibility) and/or those who will be holding such positions in the upcoming September, will not be declared surplus.

No teacher **going** on a full year's leave in the upcoming September shall be declared surplus to his/her school. Teachers declared surplus in the schools shall be listed, in order of seniority, showing their present location.

'17.06 Surplus to School

On May 1 or the last school day preceding, but following the declaration of initial redundancy, teachers shall be declared surplus to their school and placed on the Surplus List. Those teachers declared surplus will be informed by the Principal(s) in a personal interview and given in writing:

- a) a copy of the first posting;
- b) on the request of the teacher, the reasons for the teacher being declared surplus;
- c) on the request** of the teacher, an assessment of his or her work in the school, which the teacher may use as a letter of reference in applying for another position in or out of the system;
- d) after a teacher has been declared surplus, he/she has exclusive rebound rights to any posted position in the original school for which he/she is qualified until August 31st of the year he/she was declared surplus.

17.07 Posting of Positions

Each Friday from May 1st to May 25th, all teaching positions and positions of responsibility that become available in the schools shall be posted as they occur. Posted positions shall be available to all teachers on the seniority list not declared redundant. Teachers who are qualified according to their Certificate of Qualification, or who will become qualified by September shall be treated equally from the date of receipt of copies of registration documents and tuition fee receipts in Human Resources. A candidate who fails to qualify by September shall forfeit the position and will be declared redundant.

17.08 Placement of Surplus Teachers

- a) On May 25th or the Friday preceding May 25th a meeting will be convened of the Principal(s), Administrative Staff and representative(s) of the Bargaining Unit, at which, remaining surplus teachers will, where possible, be placed.
- b) Vacancies that occur between the last posting and the May 25th meeting will be filled without postings by teachers on the Surplus List at the May 25th meeting.
- c) Positions remaining vacant at the May 25th meeting shall be examined to see whether in the opinion of the Board, a position suitable for someone on the Surplus List can be made by some internal adjustment in the school.
- d) Teachers remaining on the Surplus List will be offered the position of the least senior teacher in the system who has a timetable for the upcoming year which the teacher on the Surplus List is at least equally qualified to assume (provided the surplus teacher is more senior). Any teacher so displaced will be added to the Surplus List. The teacher may decline the position if it involves a move from one geographic region to another and will remain on the Surplus List.
- e) At the May 25th meeting, teachers remaining on the surplus list who have not been placed shall be added to the redundancy list and declared redundant. Principals will verbally advise the newly redundant teachers on the next regular school day following the meeting. The teacher will be advised in writing prior to the end of the month.

**ARTICLE 18 - RIGHT OF RECALL**

- 18.01 Teachers who are declared redundant to the requirements of the Board in accordance with Article 17 (Transfer, Surplus and Redundancy) shall be added to the Recall List, in order of seniority, and shall have preferential rights for regular employment for a period of three (3) years. The Recall List shall become operative on May 25.

- 18.02 It shall be the responsibility of the teachers on the recall list to ensure that Human Resources has a current address and telephone number and to notify Human Resources of their availability for recall including forwarding address and phone number in case of absence from their regular residence. Failure to comply with this Article will result in the teacher's name being bypassed for recall.
- 18.03 All posted positions after the May 25 meeting are open to incumbent teachers and to those on the recall list. There will be a deemed application from the senior qualified teacher on the recall list.
- 18.04
- a) When positions are offered to teachers who have recall rights and are qualified for the posted positions, the offer will be made on the basis of seniority only.
  - b) Teachers who are qualified according to their certificate of qualification, or who will become qualified by the date the teaching position commences, shall be treated equally from the date copies of registration documents and tuition fee receipts are received in Human Resources.
  - c) A teacher who is recalled and who fails to qualify by the date the position commences shall forfeit the position, be declared redundant and have his/her name returned to the recall list.
  - d) Acceptance or rejection of positions shall be confirmed in writing by the teacher to the Principal.
- 18.05 Teachers who are recalled and who refuse positions for the following reasons shall remain on the recall list for the prescribed period:
- a) Sickness (with a doctors note)
  - b) Accident
  - c) Pregnancy/Parental Leave
  - d) Employment elsewhere already committed , and
  - e) Special problems approved by the Board after consultation with the Bargaining Unit Representatives.
- 18.06 A teacher who refuses recall to a position in one semester only that is less than full time shall not lose recall rights. A teacher who refuses recall to a position for the school year that is half time or less shall not lose recall rights.
- 18.07 Teachers with recall rights who are hired to replace regular teachers shall be hired as an occasional teacher and their recall rights remain in effect for the original recall period of three (3) years.

- 18.08 A teacher with recall rights may present a grievance at Step 2 of the Grievance Procedure, Article 20 (Grievance Procedure) if he/she believes that his/her redundancy or the Board's failure to recall or rehire him/her was in contravention of this Agreement.

#### ARTICLE 19 - REDEPLOYMENT OF STAFF DUE TO CLOSING OF SCHOOLS

- 19.01 The Board will advise OSSTF not later than March 31<sup>st</sup> that a secondary school(s) will be closed effective August 31<sup>st</sup> of that calendar year.
- 19.02 All staff at the closed school will be declared surplus or redundant in accordance with Article 17 (Transfer, Surplus and Redundancy).
- 19.03 Teachers in closed schools will have rebound rights to one posted position for which he/she is qualified in a school receiving 25% or more of the students from the closing school. Rebound rights will be determined by May 15.

#### ARTICLE 20 - GRIEVANCE PROCEDURE

##### 20.01 Definitions

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
- i) OSSTF
  - ii) The Board
- c) "days" shall mean teacher work days unless otherwise indicated.

- 20.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

##### 20.03 Procedure

###### a) Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

b) Step One

OSSTF may initiate a written grievance with the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of OSSTF and the member concerned.

c) Step Two

If no settlement is reached at Step One, OSSTF, may, within ten (10) days of receipt of the written reply of the Director or designate, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of OSSTF to discuss and endeavour to solve the problem.

The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

If the reply of the Board's Grievance Committee is unacceptable to OSSTF, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

20.04 Policy and Group Grievance

OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of OSSTF and at Step Two, the Board's Grievance Committee shall present its grievance to OSSTF's Grievance Committee.

20.05 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines and modify penalties including discharge and disciplinary penalties.

- 20.06 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by fax or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.
- 20.07 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 20.08 Should the processing or investigation of a grievance require that a grievor or one OSSTF representative be released from regular duties, as provided for under Article 14.08(b), they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Manager of Labour Relations.

**20.09**     Cost of Arbitration

The fees for a single arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

**ARTICLE 21- GUIDELINES FOR FORMAL TEACHER EVALUATION**

- 21.01     The teacher shall be notified by the morning of the preceding day and the teacher will indicate to the Principal any period in which it would not be convenient to be visited.
- 21.02     No interruption of the regular classroom routine shall be required. However, where a week's notice is given, the evaluator may specify the type of lesson he/she wishes to see.
- 21.03     There shall be provision for a post-class interview and discussion of the evaluation.
- 21.04     The teacher shall be given a copy of the written evaluation. The evaluation sheet shall provide:
- a) space for teacher's signature which shall imply "acknowledged as read";
  - b) space for teacher to write additional comments.

**ARTICLE 22 - CONDITIONS OF WORK**

The following conditions of work will be in place for the 1999/2000 school years. In organizing the timetables for the upcoming school year, the Principal will adhere to the following guidelines:

- 22.01     A full teaching load shall be a teaching assignment of six classes per year. In a semestered school, a full teaching load for one semester shall be a teaching assignment of three classes.
- 22.02     In a semestered school, in addition to the assignment outlined in (1). above, a full-time teacher shall be assigned one half of a period per day (or the equivalent thereof) of scheduled duties.
- Scheduled duties shall include, but are not limited to the following: On-call, Library, Guidance, Special Education programs, Remedial programs, Teacher Advisory Group, Co-op programs and provincially mandated programs.
- 22.03     Each full-time teacher shall have one half a period per day (or the equivalent thereof) for preparation time.



- 22.04 In a non-semestered school, articles 22.01, 22.02 and 22.03 above will be applied on an equivalent basis.
- 22.05 Principals will make every effort to assign scheduled duties fairly.
- 22.06 Full-time library, guidance and co-op teachers shall be assigned to their respective areas. They will be entitled to:
- a) a forty-minute uninterrupted lunch period;
  - b) a twenty-minute period in the morning and in the afternoon without assigned duties.
- 22.07 Supervision
- Teachers may be assigned a maximum of 40 minutes per week of supervision exclusive of the home room supervision or related morning responsibilities. These supervisions may be averaged out over a semester.
- 22.08 Every full-time teacher will have 40 consecutive minutes free from teaching and non-teaching duties every day for lunch.
- 22.09 A part-time teacher assignment will be pro-rated based on the percentage that the assignment bears to a full-time teaching assignment. The scheduled duties for a part-time teacher shall also be pro-rated.
- 22.10 If two or more courses or levels are taught simultaneously this shall count as 1 period.
- 22.11
- a) Instructional time shall be defined in accordance with the Education Act.
  - b) Instructional time duties shall include, but are not limited to, the following: On call, Special Education programs, Remedial Programs, Teacher Advisory Group, Co-op Programs and provincially mandated programs.
  - c) In the aggregate, full-time classroom teachers shall be assigned a minimum of 1250 minutes of instructional time for every five instructional days during the school year.

### **ARTICLE 23 - TEACHING ASSIGNMENTS**

Tentative teaching assignments for the upcoming school year shall be provided in writing at least one week before the end of the current school year or semester one. If revisions are to be made to such assignments during the summer, the teacher will be notified by letter.

## **ARTICLE 24 - RETIREMENT**

24.01 It is the policy of this Board that all academic staff retire June 30 following their 65 birthday. Teachers must advise the Board prior to May 15th of their intention to retire at the end of that school year and prior to November 30th of their intention to retire at the end of semester one.

### 24.02 Retirement Gratuity

The provisions of this Article shall apply to teachers in the Secondary Panel hired by the Board after December 16,1998.

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.

In the event of the death of a teacher before retirement, the retirement gratuity payable to the teacher's estate will be based on the teacher's service and salary at the time of death.

Retirement gratuity shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

Teachers who, in the year immediately prior to retirement, participate in any leave plan under the terms of this Agreement will receive a retirement gratuity based on their annual salary had they continued to teach full-time.

## **ARTICLE 25 - GENERAL**

25.01 As soon as possible, after ratification of the Agreement, each member of OSSTF shall receive a copy of this Agreement. A further 50 copies will be supplied to the Bargaining Unit. The cost of reproduction will be shared equally by the parties.


### 25.02 Application Forms

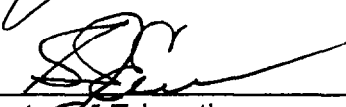
Copies of the application forms for the various types of Leave Plans are available upon request at the Board office, the Federation office and each secondary school.

IN WITNESS HEREOF: The parties hereto have set their hands and seals this  
16th day of December, 1998.

SIGNED ON BEHALF OF:

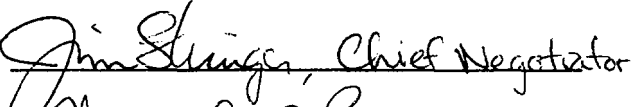
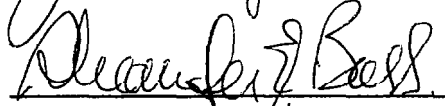
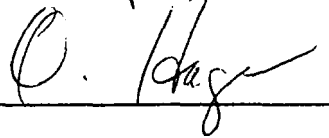
RAINBOW DISTRICT SCHOOL BOARD

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Director of Education

SIGNED ON BEHALF OF:

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

  
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LETTER OF AGREEMENT

Between

RAINBOW DISTRICT SCHOOL BOARD

and

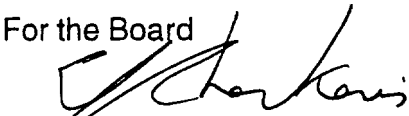
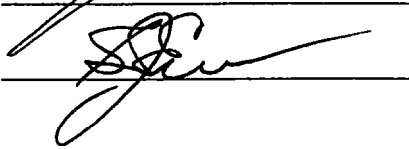
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Subject: CONTINUING EDUCATION TEACHERS

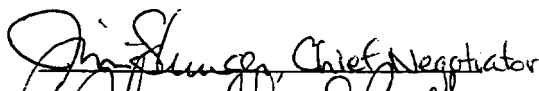


1. The following outlines all terms and conditions that apply to continuing education teachers employed by Rainbow District School Board as agreed to by the parties:
2. Continuing Education teachers will be paid an hourly rate of \$25.96 per hour for all hours of instruction. This rate of pay will be deemed to include vacation pay as required under the Employment Standards Act and will be subject to all mandatory payroll deductions.
3. The employment of a continuing education teacher may be terminated with one day's notice should the enrolment in the course being taught not be sufficient in the Board's opinion to run the course or if the Board decides not to offer the course.
4. Continuing Education teachers shall have the right to grieve in accordance with Article 20.
5. A list of teachers teaching in the Continuing Education program will be maintained.
6. Continuing Education teachers will not be covered by any other Articles of the Collective Agreement other than this letter of agreement.

Dated this 16<sup>th</sup> day of DECEMBER, 1998.

For the Board

  
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For the Union

  
  
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LETTER OF AGREEMENT

Between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

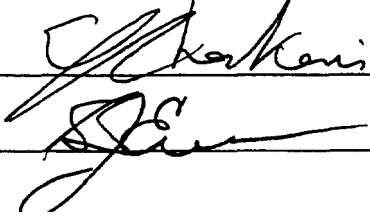
Subject: POSITIONS OF RESPONSIBILITY

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

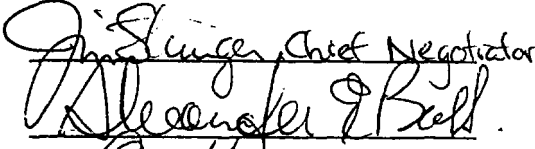
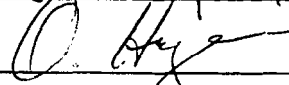
Positions of responsibility in place for the 1998/99 school year under the three predecessor Boards' Collective Agreements will continue until August 31, 1999. For the purposes of implementing Article 10 (Positions of Responsibility), all positions of responsibility will be deemed vacant for September 1999 and will be posted as part of the spring staffing process.

Dated this 16<sup>th</sup> day of DECEMBER, 1998.

For the Board

  
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\_\_\_\_\_

For the Union

  
Alexander J. Bell, Chief Negotiator  
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LETTER OF AGREEMENT

Between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Subject: BENEFITS

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

Teachers will continue to be covered by the benefits as outlined in the Collective Agreements between the Manitoulin Board of Education and OSSTF, the Espanola Board of Education and OSSTF and The Sudbury Board of Education and OSSTF until August 31, 1999. Effective September 1, 1999 the benefit provisions of Article 11 of the 1998/2000 Collective Agreement will apply.

Dated this 16<sup>th</sup> day of DECEMBER, 1998.

For the Board

[Signature]  
[Signature]  
[Signature]

For the Union

[Signature] Chief Negotiator  
[Signature] Pres. Dist. 3.  
[Signature]

