

SOURCE	Sch Bnd		
EFF.	2002	09	01
TERM.	2004	08	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	SD.		

COLLECTIVE AGREEMENT

BETWEEN

THE RAINY RIVER DISTRICT SCHOOL BOARD
(Hereinafter called the "Board")

AND

**THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION**
(Hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Teachers
of District 5B of the Ontario Secondary School Teachers' Federation
Employed by the Rainy River District School Board
(Hereinafter called the "Bargaining Unit")

SEPTEMBER 1, 2002 - AUGUST 31, 2004

INDEXED

11894(03)

INDEX

Article 1	PURPOSE	1
Article 2	DURATION	1
Article 3	RECOGNITION	1 - 3
Article 4	DEFINITIONS	3 - 4
Article 5	GRID PLACEMENT	4 - 5
Article 6	SALARY GRIDS	5 - 8
Article 7	PART-TIME TEACHING AND JOB SHARING	8 - 9
Article 8	LEAVE AND RETIREMENT PLANS	9 - 21
Article 9	BENEFIT PLANS	21 - 23
Article 10	TRANSFER OF TEACHERS	23 - 24
Article 11	GRIEVANCE/ARBITRATION PROCEDURE	24 - 26
Article 12	SENIORITY LIST	27 - 28
Article 13	REDUNDANCY	28 - 33
Article 14	EMPLOYMENT, ORGANIZATIONAL STRUCTURE & WORKLOAD	33 - 37
Article 15	STAFFING FOR SECONDARY SCHOOLS	37 - 39
Article 16	JUST CAUSE	39
Article 17	SEPARATE SCHOOL IMPACT STATEMENT	39
Article 18	CROSS PANEL ASSIGNMENTS	39
Article 19	ACTING PRINCIPAL/VICE-PRINCIPAL	39 - 40
Article 20	DISTANCE EDUCATION	40
Article 21	CRIMINAL REFERENCE CHECKS	40 - 41
Article 22	TEACHER PERFORMANCE APPRAISAL	41
Article 23	TERMINATION OF EMPLOYMENT	41
APPENDIX A		

MEMORANDUM OF AGREEMENT FOR A LEAVE PLAN 42

**APPENDIX B
GRIEVANCE REPORT FORM 43**

**APPENDIX C
LETTER OF AGREEMENT - TEACHERS' TIMETABLES 44**

**APPENDIX D
AGREEMENT TO TIMETABLE CHANGE 45**

**APPENDIX E
LETTER OF UNDERSTANDING - ON CALL/SUPERVISION ASSIGNMENTS
AT ATIKOKAN HIGH SCHOOL 47**

**APPENDIX F
SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS (SUB) PLAN 47**

**APPENDIX G
PART-TIME TEACHER PRO-RATING 48**

**APPENDIX H
MEMORANDUM OF AGREEMENT RE BENEFITS
MEMORANDUM OF AGREEMENT RE PREGNANCY & PARENTAL LEAVE 49 - 52**

AGREEMENT OF CONTRACT 53

Article 1 PURPOSE

It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the “Agreement” to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement.

Article 2 DURATION

2.01 Effective Period

2.01.01 This Agreement shall be in effect from September 1, 2002, **and** shall continue in force up to and including August 31, 2004, and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) calendar 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.

2.01.02 Notwithstanding the period of notice in accordance with the Ontario Labour Relations Act, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement.

2.02 Amendments

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

2.02.02 Any amendment of this Collective Agreement shall be made in writing by mutual consent of the Parties and becomes effective on a date mutually agreed upon. A party proposing an amendment shall give written notice to this effect.

Article 3 RECOGNITION

3.01.01 The Board recognizes OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as teachers, excluding Occasional Teachers, including teachers with Letters of Permission and Continuing Education

Teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time, in accordance with the Education Act.

- 3.01.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.01.03 The Union has the right to authorize a person or persons to act on its behalf or on behalf of its members.
- 3.02.01 The Union has all rights which are specified in this Agreement and retains all rights granted by law.
- 3.02.02 The Board retains all rights except as those rights are limited by this Agreement.

3.03 Education Act and Regulations

The Board and the Teachers shall abide by the Education Act, its Regulations and the Ontario Labour Relations Act.

- 3.04.01 On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit.
- 3.04.02 The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) calendar days prior to the expected date of change.
- 3.04.03 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3, no later than the end of the month following the date on which the deductions were made.
- 3.04.04 Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers (**SIN**), annual salary and the amounts deducted.
- 3.04.05 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF District 5B, Rainy River District Bargaining Unit of Fort Frances no later than the end of the month following the date on which the deductions were made.
- 3.04.06 Such remittance shall be accompanied by a list identifying the

employees, their Social Insurance Numbers, annual salary and the amounts deducted.

3.04.07 The OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.

3.04.08 The Bargaining Unit agrees to execute such directions as may be necessary to authorize such deductions.

3.05 The Board agrees to notify in writing and seek input from the Bargaining Unit prior to making changes to or finalizing any policies which directly affect Teacher evaluations or working conditions.

3.06 Teacher evaluations shall be conducted according to evaluation procedures established by Board Policy as amended from time to time. No member of the Bargaining Unit shall evaluate another Bargaining Unit member.

Article 4 DEFINITIONS

4.01 Teacher shall have the same meaning as in the Education Act.

4.02 Experience
Experience shall mean experience in teaching or in business or a related field which is deemed acceptable by the Board as established at the time of hiring.

4.03 Category
Category shall mean the four category systems as per the Ontario Secondary School Teachers' Federation Certification Plan as of September 1, 1992.

4.04 Part-Time Teacher
A Part-Time Teacher shall mean a Teacher who is employed by the Board on a regular basis for other than full-time duty. Salary and Employee Benefits shall be pro-rated for part-time Teachers.

4.05 Job Sharing Teachers
Job Sharing shall be when a teaching assignment is shared by more than one part-time teacher.

4.06 Employee Benefits
Employee Benefits shall mean Group Term Life Insurance, Dental Plan, Extended Health Care, Vision Care and Semi-Private Coverage.

4.07 Allowance
Allowance shall mean a sum which is paid in addition to grid salary for additions

qualifications or responsibilities.

4.08 Panel

Fort Frances High School (including Sturgeon Creek Alternative Program, IVIK and Alternative Education Program), Rainy River High School (including the Alternative Education Program) and Atikokan High School (including the Alternative Education Program).

Article 5 GRID PLACEMENT

5.01 A Teacher shall provide the Board with written proof of qualifications for a higher salary category.

5.02 If proof is submitted that the Teacher was so qualified prior to the first day of the school year, the Teacher's salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, the Teacher's salary shall be adjusted, effective upon receipt of the proof of qualifications.

5.03 The Teacher shall provide documentary proof of the following upon entering employment:

1. Teacher certification
2. Teaching experience
3. Related experience
4. Category rating
5. Post graduate degrees and/or specialist's certificates
6. Accumulated sick leave

This article may not apply to Teachers on a Letter of Permission.

5.04 Related Experience

5.04.01 An allowance for trade or business experience shall be paid to a Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.

5.04.02 For Teachers employed as of September 1, 2000, any recognized related trade or business experience shall continue.

5.04.03 Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized to a maximum of six (6) years for salary purposes. At the

Board's discretion, additional experience for salary purposes may be recognized.

5.04.04 Years of related experience will be equated to qualified teaching experience on a two-to-one basis to a maximum of six **(6)** years on the grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.

5.04.05 The years recognized for related experience will be added to the years recognized for base experience.

5.04.06 A documented request for related experience allowance must be presented to the Director or Designate by May 31 in order for the salary adjustment to be retroactive to September 1 of that school year.

Article 6 SALARY GRIDS

6.01 Salary Grids

Basic Salary Grid - Qualified Teachers

Effective First School Day in the School Year

September 1, 2002

Exp.				
	1	2	3	4
0	35967	38481	43279	46905
1	38331	40842	45642	49268
2	40695	43207	48006	51631
3	43060	45570	50373	53995
4	45424	47934	52737	56359
5	47788	50299	55100	58723
6	50153	52662	57466	61088
7	52519	55028	59830	63453
8	54882	57392	62194	65815
9	57247	59756	64559	68181
10	59611	62120	66921	70547
11	61976	64485	69286	72910

Yrs.	Category
------	----------

	1	2	3	4
0	36327	38866	43712	47374
1	38714	41250	46098	49761
2	41102	43639	48486	52147
3	43491	46026	50877	54535
4	45878	48413	53264	56923
5	48266	50802	55651	59310
6	50655	53189	58041	61699
7	53044	55578	60428	64088
8	55431	57966	62816	66473
9	57819	60354	65205	68863
10	60207	62741	67590	71252
11	62596	65130	69979	73639

September 1, 2003

Yrs. Exp.	Category			
	1	2	3	4
0	37235	39838	44805	48558
1	39682	42281	47250	51005
2	42130	44730	49698	53451
3	44578	47177	52149	55898
4	47025	49623	54596	58346
5	49473	52072	57042	60793
6	51921	54519	59492	63241
7	54370	56967	61939	65690
8	56817	59415	64386	68135
9	59264	61863	66835	70585
10	61712	64310	69280	73033
11	64161	66758	71728	75480

February 1, 2004

Yrs. Exp.	Category			
	1	2	3	4
0	37607	40236	45253	49044
1	40079	42704	47723	51515
2	42551	45177	50195	53986
3	45024	47649	52670	56457
4	47495	50119	55142	58929
5	49968	52593	57612	61401
6	52440	55064	60087	63873
7	54914	57537	62558	66347
8	57385	60009	65030	68816
9	59857	62482	67503	71291
10	62329	64953	69973	73763
11	64803	67426	72445	76235

6.02 Approved teaching experience will be calculated on September 1 of every year for purposes of placement on the salary grid. Approved teaching experience, exclusive of supply teaching, shall be totalled in months and divided by 10 to determine the number of years and any remainder of 5 or more months shall be rounded up to the next year.

6.03 Alternative Education Coordinator Allowance

It is understood that the Alternative Education Programs are entirely financially self-supporting. As long as sufficient funds are generated, the Teacher in charge of the Alternative Education Program in Fort Frances shall receive an allowance equivalent to \$4128.00. As long as sufficient funds are generated, the Teacher in charge of the Alternative Education Programs in Rainy River shall receive an allowance equivalent to \$3500.00. If insufficient funds are generated, the allowances shall be reduced accordingly.

6.04 Allowance for Post Graduate Degree

The Board shall pay an allowance of \$750 per annum for one Master's Degree from an Ontario University, or equivalent degree as recommended by the College of Education, University of Toronto, or one specialist's certificate, if it is not used in the evaluation for category placement.

6.05 Method of Salary Payment

Annual salary shall be paid according to the following plan:

8% first school day
8% Sept. 25th
8% Oct 25th
8% Nov. 25th
8% Dec. 25th
8% Jan. 25th
8% Feb. 25th
8% March 25th
8% April 25th
8% May 25th
~~20%~~ June - last school day
100%

6.06 Professional Development Subsidy

The Board agrees to pay a professional development subsidy to Teachers. The amount of the subsidy and the number of Teachers receiving such subsidy is to be set by Board policy.

6.07 Salary and Board Benefits will be pro-rated for part-time teachers in accordance with Appendix G.

The provisions in this article do not apply to full-time members who:

- i) retire during the school year
- ii) take a sick leave under article 8.05/9.06
- iii) take a Pregnancy/Parental Leave, Article 8.01.05.01

The provisions may apply to any other leave during the school year.

6.08 Teacher's salary payments shall be made by direct deposit to a financial institution of each Teacher's choice.

Article 7 PART-TIME TEACHING AND JOB SHARING

7.01 A Teacher seeking part-time teaching or job sharing shall submit to the Director or Designate, through the Principal, an application not later than January 31 of the preceding school year.

7.02 The Director or Designate will forward the application, along with his/her recommendation, to the Board for their approval.

- 7.03 The applicant will be advised of the Board's decision on or before April 30.
- 7.04 The Teacher shall have his/her salary, Employee Benefits and sick leave credits pro-rated in accordance with Appendix G. Upon returning to full-time or continuing in the plan for another year, the Teacher will have his/her increment pro-rated for each year on the plan.
- 7.05 A Teacher will accumulate a full year's credit on the seniority list for each year that he/she is a participant in the plan, up to a maximum of two (2) years. After two (2) years, seniority will be on pro-rata basis.
- 7.06 A Teacher who participates in either plan shall automatically revert to a full-time Teacher after one year unless application is made to continue in the plan.
- 7.07 On return to full-time teaching, the Teacher shall be assigned to the Teacher's same position or any other position mutually consented to by the Teacher and the Board.
- 7.08 Any Teacher hired for less than full time shall be offered a full time position for which the Teacher is qualified, if it is available, for the next semester. Here, qualified Teacher shall be as defined in the Education Act and Regulations.
- 7.09 If the Teacher opts not to accept the position, the Teacher shall write a letter to the Director and to the OSSTF District President informing them of the decision.
- 7.10 If the Teacher wishes to remain as a Part-Time Teacher in the next school year, the Teacher must apply for the Part-Time Leave and/or Job Sharing as per the Collective Agreement.

Article 8 LEAVE AND RETIREMENT PLANS

8.01 Board Administered Plans

8.01.01 Alternate Leave Plans

8.01.01.01 Teachers and the Board are encouraged to take advantage of, and participate in, such opportunities as are afforded by Teacher exchange leaves, Department of National Defence and secondments requested by an organization other than the Board.

8.01.01.02 A Teacher will accumulate a full year's credit on the seniority list for each year he/she participates in such leaves or exchanges up to a maximum of two years.

8.01.02 Leave of Absence

Teachers desiring a Leave of Absence of not more than two years for reasons other than those stated in the contract must have the permission of the Board. If the Board grants this leave, it shall be at the Teacher's own expense. The Director or Designate shall recommend the number of Teachers allowed this leave in any one (1) year. At the request of the Teacher, the Board will send a letter to the Ontario Teacher's Pension Plan Board verifying the leave.

- 8.01.02.01 The Teacher who is granted such a leave shall not lose or gain seniority while on this leave.
- 8.01.02.02 The Teacher on a leave of absence is considered to be under contract to the Board and may not accept a contract of employment with another Board either during the leave or on its conclusion unless the Board has accepted the Teacher's resignation.
- 8.01.02.03 A Teacher on leave without pay who is eligible and wishes to continue participating in the Teachers' Pension Plan is responsible for making his/her own arrangements directly with the Ontario Teacher's Pension Plan Board.
- 8.01.02.04 Applications for either 8.01.01 or 8.01.02 above shall be received by the Principal by January 31 and forwarded by the Director or Designate to the Board by February 7. The Board shall notify all applicants by March 31 of the year of application whether the Board granted the request.
- 8.01.02.05 Subject to the insurance carrier's approval, if the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.

8.01.03 Bereavement Leave

- 8.01.03.01 Leave for the day of death will be granted without loss of pay and Board Administered Benefits. Bereavement Leave of up to seven (7) consecutive calendar days commencing the day after death,

without loss of pay and Board Administered Benefits, shall be granted for bereavement in the family.

8.01.03.02 Family means wife, husband, common-law spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law.

8.01.03.03 At the discretion of the Director or Designate, additional Bereavement Leave may be granted.

8.01.03.04 Bereavement Leave for the death of a close friend or relative not mentioned above may be granted at the discretion of the Director or Designate with no loss of pay and Board Administered Benefits.

8.01.04 Compassionate Leave

Two days per year shall be granted without loss of pay or Board Administered Benefits for a Teacher to attend to an emergency family situation. At the sole discretion of the Director, additional leave may be granted. The duration of the additional leave shall be agreed upon by the Teacher and the Director or Designate. Teachers must exhaust personal leave days (**8.01.06**) prior to requesting compassionate leave.

8.01.05 Pregnancy and Parental Leave

8.01.05.01 Pregnancy and Parental Leave shall be granted in accordance with Employment Standards Act, referenced in Appendix H.

8.01.05.02 Parental Leave may be extended by mutual agreement of the Board and the Teacher.

8.01.05.03 A Teacher on Pregnancy or Parental Leave is considered to be under contract to the Board and may not accept a contract of employment with another Board, either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.

8.01.05.04 A Teacher on Pregnancy or Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:

- a) accumulation of seniority and experience
- b) Teacher benefits

The Board shall pay to a Teacher on Pregnancy or Parental Leave an amount equal to the Employment Insurance benefits for the two-week waiting period prior to receipt of Employment Insurance benefits.

8.01.05.05 Following the Teacher's return to duty and subject to Article 13, Redundancy, then if eligible, the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, equivalent position to that which he/she held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board.

8.01.06 Personal Leave

8.01.06.01 Effective September 2003, a teacher teaching full-time with the Board will be eligible for Personal Leave based upon the following schedule: 0-99 days of accumulated sick leave = 1 day; 100 - 200 days of accumulated sick leave = 2 days.

8.01.06.02 Effective September 2003, a teacher teaching part-time with the Board will be eligible for Personal Leave based upon the following schedule: 0-99 days of accumulated sick leave = 1 half day; 100 - 200 days of accumulated sick leave = 2 half days.

8.01.06.03 A Teacher participating in extra-curricular activities that involve more than fifty (50) hours shall be entitled to one (1) extra personal leave day. This day must be taken in the school year in which it was earned or in the first semester of the next school year and by mutual agreement of the Teacher and Principal. The Teacher shall be responsible for keeping a record of the dates and hours spent in extra-curricular activities and submitting this record to the Principal on a weekly basis.

8.01.06.04 Where possible, a Teacher should give at least three (3) days notice of request.

8.01.06.05 Personal Leave days will be deducted from the current year's sick leave credits or where necessary from the accumulated sick leave credit.

8.01.06.06 Assignments are to be left by the Teacher going on a Personal Leave day unless the leave is being requested under an emergency situation.

- 8.01.06.07 A Teacher may use only two (2) consecutive school days for any personal leave under this article.
- 8.01.06.08 Personal Leave days are not cumulative from year to year.
- 8.01.06.09 The Board reserves the right to limit Personal Leaves to one (1) for Rainy River High School, two (2) for Atikokan High School, and five (5) for Fort Frances High School for the same day.
- 8.01.06.10 Requests will be honoured on a first-come, first-serve basis except in cases of emergency; therefore, Teachers are encouraged to make requests for this Leave as far in advance as practicable (no need to give a statement as to the reasons for the leave, merely a request for the day).
- 8.01.06.11 At the discretion of the Director or Designate, more Personal Leave days or more consecutive Personal Leave days may be granted.
- 8.01.06.12 A teacher shall be entitled to one additional personal leave day per year pro-rated for part-time Teachers. The Teacher shall reimburse the board for such day at the full cost of an occasional teacher. This day will not be deducted from accumulated sick leave. It is agreed that an occasional teacher will be hired to replace the teacher taking this additional personal leave day. The Teacher is not required to use this day to access Compassionate Leave.

8.02 Leave Committee and General Guidelines

The following clauses shall apply to all leaves administered by the Leave Committee in Article 8.03, except where noted otherwise.

8.02.01 Composition of the Committee

- 8.02.01.01 The Leave Committee shall consist of three (3) members appointed by the Union, three (3) members appointed by the Rainy River District School Board, and the Director or Designate, who will act as secretary to the Committee, receive applications for leave and will be a non-voting member.
- 8.02.01.02 A member of the Committee appointed by the Teachers and a member of the Committee appointed by the Board, excluding the Director or Designate, shall act alternately, on an annual basis, as

Chair and Vice-Chair.

8.02.01.03 The Union and the Board may appoint alternates for the Leave Committee members.

8.02.02 Duties of the Committee

8.02.02.01 The Committee will evaluate applications for leave based on the criteria established.

8.02.02.02 The Leave Committee shall, after reviewing all applications submitted, interview applicants, approve or reject such application, and then, report to the Board the names of candidates for Leave.

8.02.02.03 The final selection of Leave shall be made by the Leave Committee and any decision reached must be supported by at least five (5) members of the Committee and have the final approval of the Board.

8.02.02.04 A written explanation outlining the reasons for rejection shall be provided by the Chair of the Leave Committee.

8.02.02.05 The Leave Committee will be appointed as a standing Committee to monitor the Leave Plans under its jurisdiction.

8.02.03 Criteria for Leaves

The granting of a Leave shall be governed by the following criteria:

8.02.03.01 To qualify for Leave, a Teacher must have five (5) or more years of service with the Rainy River District School Board or its predecessors prior to the taking of his /her leave.

8.02.03.02 The Teacher is unlikely to be declared surplus during the term of the Plan.

8.02.03.03 The Teacher must declare that, notwithstanding emergency circumstances, he/she intends to serve the Board to the end of the completion of the Plan.

8.02.03.04 The Leave Committee may establish other criteria in the individual circumstances.

8.02.03.05 The Teacher seeking Leave shall present, with his/her application, a statement of his/her proposed plans for Leave.

8.02.04 Timelines for Leaves

- 8.02.04.01 Teacherseeking Leave shall submit to the Director or Designate, through the Principal, an application not later than:
 - 8.02.04.01.01 September30 for a Leave commencing in January through June;
 - 8.02.04.01.02 March 31 for a Leave commencing in July through December.
- 8.02.04.02 The Director or Designate will forward the application and the attached information to the Leave Committee within seven (7) days.
- 8.02.04.03 The applicants will be advised of the Committee's decision on or before:
 - 8.02.04.03.01 November 15 for an application submitted according to 8.02.04.01.01.
 - 8.02.04.03.02 May 15 for an application submitted according to 8.02.04.01.02
 - 8.02.04.03.03 The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within seven (7) days of notification of acceptance of his/her application. Failure to do so shall nullify the Teacher's participation in the Plan.

8.02.05 Continuance of Leaves

- 8.02.05.01 On return to school, a Teacher will be assigned to his/her same position (including position of responsibility), providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists the Teacher will be assigned an equivalent position to that which he/she held at the commencement of the Leave, or any other position mutually

consented to by the Teacher and the Board.

- 8.02.05.02** A Teacher participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefit that would have been received had the one **(1)** year leave of absence not been taken.
- 8.02.05.03** During the year's Leave of Absence, sick leave credits cannot be used or accumulated.
- 8.02.05.04** A Teacher applying for a leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.
- 8.02.05.05** A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.
- 8.02.05.06** Any Teacher receiving permission to participate in Deferred Leave Plan beginning September **1990**, or later, shall comply with the requirements of the Income Tax Act.

8.03 Leave Committee Administered Leave Plans

8.03.01 Deferred Salary Leave Plan

- 8.03.01.01** The Deferred Salary Leave Plan is a self-financing plan that has been developed to afford a Teacher the opportunity of taking a one-year leave of absence with pay by spreading the salary payments over a deferred period.
- 8.03.01.02** The payment of salary and timing of the Deferred Salary Leave Plan may be as follows:
In the first four **(4)** years of the Plan a Teacher will be paid **80%** of the annual salary normally paid under the collective agreement. The remaining **20%** of the annual salary shall be withheld by the Board in each of the years leading up to the self-funded leave period. These amounts shall be held in trust by the Board and interest accumulated and paid at the Canada Savings Bond rate of the current year. The interest is to be added semi-annually at the end of December and at the end of June.
- 8.03.01.03** During the Leave period the Teacher shall receive the total deferred salary.

- 8.03.01.04** If the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the Leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.
- 8.03.01.05** With the approval of the Board, a Teacher may select some alternative method of deferring salary and of the timing of the one year leave of absence other than that specified in article **8.03.01.02**.
- 8.03.01.06** Leave periods cannot be postponed beyond the maximum time limit of seven (7) years. Any money accumulated will continue to earn interest until the leave is taken.
- 8.03.01.07** A Teacher wishing to participate in a Deferred Leave Plan shall submit to the Director or Designate, through the Principal, an application not later than March **31** of the year previous to the school year in which the Deferred Plan shall begin.
- 8.03.01.08** The Director or Designate shall forward the application to the Board. The Director or Designate shall include a recommendation to grant or deny the Deferred Leave based on the following criteria:
- a) The Teacher is a permanent employee,
 - b) the Teacher has five (**5**) or more years of service with the Rainy River District School Board or its predecessors.
- 8.03.01.09** The applicant for Deferred Leave shall be advised in writing of the Board's decision on or before May **15** of the year the application was made.
- 8.03.01.10** The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within seven (**7**) days of notification of acceptance of the application. Failure to do so shall nullify the Teacher's participation in the Deferred Leave Plan.
- 8.03.01.11** On return to school, a Teacher will be assigned to his/her same position (including position of responsibility), providing said leave does not occur over a period of time when the position of

responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists the Teacher will be assigned an equivalent position to that which he/she held at the commencement of the Leave, or any other position mutually consented to by the Teacher and the Board.

- 8.03.01.12 A Teacher participating in the Plan shall be eligible upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- 8.03.01.13 During the year's leave of absence, sick leave credits cannot be used or accumulated. On return to employment, a Teacher shall be credited with the number of sick leave days accumulated before the leave was taken.
- 8.03.01.14 A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.
- 8.03.01.15 A Teacher may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, any money accumulated plus interest owed shall be paid within sixty (60) days of notification of the desire to leave the Plan.
- 8.03.01.16 Should a Teacher die while participating in the Plan, any money accumulated plus interest owed at the time of death shall be paid to the Teacher's estate.
- 8.03.01.17 A Teacher declared redundant while participating in the Plan will be required to withdraw and any money accumulated plus interest owed shall be paid to the Teacher. Payment shall be made within sixty (60) days of withdrawal from the Plan.
- 8.03.01.18 A Teacher applying for a Deferred Leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.

8.03.02 Course Subsidy Plan

Effective September 2003, a yearly amount of up to \$6,000 will be paid to a fund for professional development to a cap of \$12,000 in the fund on September 1st of each year. The parties agree to establish a committee with two representatives each to develop criteria for distribution of funds. The Committee shall report with recommendations by October 31, 2003.

8.03.03 Federation Leave

- 8.03.03.01** Teachers who are elected or appointed to a salaried Federation position may be allowed leave for the duration of his/her Federation duties.
- 8.03.03.02** Teachers who are currently on a Federation Leave as in **8.03.03.01** shall give notice by April 15 of that teaching year to the Board of his/her intention to return to his/her former position with the Board.
- 8.03.03.03** On return to school, a Teacher will be assigned to his/her same position (including position of responsibility), providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists the Teacher will be assigned an equivalent position to that which he/she held at the commencement of the Leave, or any other position mutually consented to by the Teacher and the Board.
- 8.03.03.04** A Teacher will accumulate a full year's credit on the seniority list for each year of participation in such leaves.
- 8.03.03.05** The Board shall grant a leave equivalent to one (1) period per day per semester to the President of the Rainy River District of the OSSTF and one (1) period per day per semester to the Chief Negotiator.
- The District shall pay the salary and Benefits of the replacement Teacher pro-rated for less than full-time. Such costs shall be equal to the grid placement of the Teacher in the Board with the least seniority.
- The President and Chief Negotiator shall each be credited with a full year experience, seniority, and benefits as if he/she was teaching full time.
- Applications for such leave shall be made by March 31.
- 8.03.03.06** Leave shall be granted with pay and Teacher benefits and without loss of credit for teaching experience to members of the Bargaining Unit for the purpose of carrying out Federation business. If the leave does not qualify under 1.1 of Board Policy

#8.21, the Federation shall be billed at the rate of a qualified substitute Teacher.

8.04 Current Sick Leave Credits

Each eligible Teacher shall be granted the annual allotted twenty (20) sick leave days on his/her first day of teaching in the school year. The number of days will be pro-rated for teaching less than a **full** year and part time teaching.

8.05 Accumulated Sick Leave Credits

8.05.01 Each eligible Teacher shall be entitled to have 100% of the unused portion of his/her annual sick leave of twenty (20) days transferred annually to his/her accumulated sick leave credits; the maximum accumulated credit to be 230 days.

8.05.02 The Board will recognize the cumulative sick leave credits that a Teacher has established with a former school board under the Education Act 1990 providing they do not exceed 230 days. This applies only when the transfer of employment from one local board to this Board is made without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated.

8.06 Sick Leave Gratuity

8.06.01 When a Teacher who has at least ten (10) years continuous service with the Board, retires on a pension or is entitled because of age to a deferred pension, or who after ten (10) continuous years of service is forced to retire due to illness but still merits a pension according to the Teachers' Pension Act, the Board will pay to the Teacher his/her accumulated leave in the form of a retiring allowance. In these cases, the ten (10) years continuous service must immediately precede the retirement year.

8.06.02 The allowance will be calculated on the basis of $\frac{1}{2}$ the number of sick leave days standing to the Teacher's credit x $\frac{1}{200}$ of the Teacher's annual salary at the time of retirement to a maximum of 50% of annual salary in accordance with the intention of the Education Act (1974) section 155 (8).

8.06.03 The recipients shall receive one (1) total payment by July 8 unless they inform the Board in writing that they wish to defer part of the payment to the following January.

- 8.06.04 A teacher that submits a resignation by January 31st that is accepted by the Board, shall receive their retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment will be made to salary at the end of the school year.

Article 9 **BENEFIT PLANS**

Preamble

The Board may substitute comparable Benefit Plans after consultation with the Union, providing it does not result in a reduction in benefits. The Board will administer the Benefit Plans, but will not accept the responsibility as an insurer. A copy of the group master policy or policies shall be given to the President of the Bargaining Unit.

9.01.01 Group Term Life Insurance

The Board will pay 100% of the current premium for a group term life insurance policy having a face value of \$100,000 for each Teacher.

The Board will pay 100% of the current premium for a group accidental death and dismemberment insurance policy (AD&D) having a maximum value of \$100,000 for each Teacher.

9.01.02 Subject to the approval of the Insurance Company, each Teacher shall have the option of purchasing up to \$300,000 in additional Group Term Life Insurance and \$300,000 in additional AD&D Insurance at his/her own expense.

9.01.03 Subject to the approval of the Insurance Company, each Teacher shall have the option of purchasing the following insurance when the Teacher pays 100% of the premiums:

- i. Spousal Life Insurance - \$400,000
- ii. Dependent Life Insurance - \$10,000 per dependent.

9.02 Extended Health Care

The Board agrees to pay 100% of the current premium of the Liberty Health Extended Health Care Plan, including but not limited to the following improvements:

- a) paramedical - \$300 per practitioner per year
- b) nursing - up to \$10,000 per year
- c) hearing aids - up to \$300 every 5 years

d) the \$10/20 deductible does not apply to drugs or hearing aids.

NOTE:

a) Over-the-counter drugs are not covered by the plan.

b) The Extended Health Care Plan includes Deluxe Travel Plan.

9.03 Vision Care

The Board agrees to pay 100% of the current premium for the Liberty Health Vision Care Plan that pays a benefit of \$250.00 over each 24 month period.

9.04 Semi-private

The Board agrees to pay 100% of the current premium of the Liberty Health Semi-Private Hospital Plan.

9.05 Dental Plan

The Board agrees to pay 100% of the current premium for the Dental Plan with:

a) routine services covered 100% with no maximum (Rider 1)

a) dentures with 50/50 co-insurance with no maximum (Rider 2)

b) orthodontics with 50/50 co-insurance with \$2000 life-time maximum (Rider 3)

c) restorative services (crowns and bridges) with 50/50 co-insurance with no maximum (Rider 4).

9.06 Long Term Disability Insurance Plan

The Union will administer the Teacher Funded Long Term Disability Plan. The Board will deduct premiums and remit to the carrier and will notify the union of any continuous absences beyond 20 days.

9.06.01 Enrolment in the Long Term Disability Insurance Plan shall be mandatory for those Teacher hired in 1988 or later. An exception will be made for any Teacher who is covered by an equivalent plan.

9.06.02 The Board agrees to pay its portion of the premiums for benefits during the time that a Teacher is on Long Term Disability Leave of Absence, up to period of three (3) years.

9.06.03 A member on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the

Collective Agreement.

- 9.06.04 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if he/she were not on leave.
- 9.06.05 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy procedures during the period of leave.
- 9.06.06 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to his/her previous teaching position or a comparable one to that was held at the commencement of the leave, subject to the surplus/redundancy procedures.

9.07 Employment Insurance Rebate

The parties agree to ensure that a minimum of 16.70 days per Teacher per year for each school will be available for sick leave purposes in order to continue with the reduction of EI premiums. The employee share of the EI rebate will be paid to the Rainy River District of OSSTF.

Article 10 **TRANSFER OF TEACHERS**

- 10.01 Any transfer of a Teacher among the high schools in Fort Frances, Rainy River and Atikokan shall occur only if notice is given in writing to the Teacher involved prior to May 1 of the preceding school year except when the transfer is by mutual agreement between the Board and the Teacher.
- 10.02 Transfers will be based on demonstrated educational need and shall not create a surplus in the school to which the transferee is assigned. With due consideration being given to the program needs, the transferee would be the most junior Teacher as qualified under the Regulation - Operation of Schools - General.
- 10.03 Where, at the request of the Board, a Teacher is transferred, the Board will bear the cost of moving subject to the conditions as outlined in Board policy.
- 10.04 This clause (10.03) will not apply in cases of redundancy.

Article 11 **GRIEVANCE/ARBITRATION PROCEDURE**

11.01 Definitions

11.01.01 “Grievance” is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Collective Agreement and any letter of understanding that so indicates that it is grievable.

11.01.02 Party shall be defined as:

11.01.02.01 The Board

11.01.02.02 The Bargaining Unit

11.02 Step One (Informal Stage)

A Teacher who has a complaint relating to the interpretation, application or alleged violation of this Agreement, shall discuss the complaint with his/her Principal within ten (10) school days of the origination of circumstances giving rise to the grievance. The Teacher will be allowed to have a representative of the Bargaining Unit and/or Provincial OSSTF present with him/her at this meeting. The Principal shall state his/her decision in writing within five (5) school days of receiving the complaint.

11.03 Step Two

Should the Bargaining Unit be dissatisfied with the Principal’s disposition of the complaint, the Bargaining Unit may within ten (10) school days initiate a written request with the Director of Education or Designate. This shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. The written grievance shall set forth the reason therefore together with the article or articles allegedly violated. The Director or Designate shall answer the grievance, in writing, within five (5) school days.

11.04 Step Three

If no settlement is reached at Step 2 within ten (10) school days, the matter may be referred to any Arbitrator under the terms as established in the ***Labour Relations Act***.

11.04.01 If the grievor fails to act within the time limits set out at any stage, the grievance will be considered abandoned.

11.04.02 If any official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit his/her grievance to the next step of the grievance procedure.

11.04.03 At any stage of the grievance procedure, the time limits imposed

upon either Party may be extended by mutual agreement.

11.04.04 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified herein shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the Griever.

11.05 The Bargaining Unit may initiate a group grievance concerning the interpretation, application or alleged violation of this Agreement. Such a grievance shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. A Bargaining Unit group grievance may be filed if the grievance is shared by more than one (1) Teacher. The group grievance will begin Step 2 when the Bargaining Unit makes a written submission to the Director of Education.

11.06 The grievance procedure is not to be construed as interfering with the rights of Teachers to discuss problems with the Principal.

11.07 Arbitration

11.07.01 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the Party appointed to an Arbitration Board and shall be delivered to the other within ten (10) school days of receiving the reply under Step 2 of the Grievance Procedure. The recipient Party shall within ten (10) school days, advise the other of the name of its appointee to the Arbitration Board.

11.07.02 The 2 appointees so selected shall, within five (5) school days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient Party fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue its decision and the decision shall be final and binding upon the Parties, and

upon any Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.

11.07.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.07.04 Each of the Parties hereto will bear the expenses of the arbitrator appointed by it and the Parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

11.07.05 Where both Parties agree arbitration may be dealt with by a single arbitrator, the Parties will share equally the expenses of the arbitrator.

11.07.06 The arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, not to alter, delete from, modify or amend any part of this Agreement.

11.OS Mediation

At any stage in the grievance procedure, the Parties can agree in writing to grievance mediation.

Article 12 **SENIORITY LIST**

12.01 Initial Seniority List

12.01.01 The Seniority List in place on September 1, 2000, shall be the initial Seniority List.

12.01.02 Any employees hired after September 1, 2000, shall be added to the top of the list in accordance with Article 12.01.03 and 12.02.02 so that the most junior employee will be added to the top of the list.

12.01.03 Seniority shall be the length of continuous service with the Rainy River District School Board as a Bargaining Unit from the first day worked after being hired. Any approved absences including layoff with recall rights shall not be considered an interruption of continuous service.

12.02 The Seniority List

- 12.02.01 The list shall be rank ordered such that the most senior Bargaining Unit Member is at the bottom of the list and the most junior is at the top.
- 12.02.02 The revised Seniority List(s) shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit effective to and no later than October 31 and March 1 of each school year.
- 12.02.03 Errors in the calculation of a Member's seniority shall be brought to the attention of the Employer by the President or designate, within fifteen (15) working days or the list shall be deemed correct.

12.03 Tie Situation

- 12.03.01 Should a tie in rank ordering occur based on the Seniority List, the following criteria shall be used to break the tie:
 - a) total years of continuous secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member; then
 - b) total years of secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member; then
 - c) higher category rating; then
 - d) total years of experience (secondary, elementary, and related experience as recognized by the Board at the time of hiring)
 - e) by lot conducted by the Director and the Bargaining Unit President.

Article 13 **REDUNDANCY**

13.01 Definitions

- 13.01.01 Redundant - any member of OSSTF in the Board's employ who has been determined by the Board to be surplus of the staffing requirements of the system.
- 13.01.02 Redundancy Committee - The OSSTF District President or Representative plus the Collective Bargaining Committee Chair or Representative plus a Teacher elected by the Teachers plus 3 representatives of the Board (one of whom shall be a

trustee) plus the Director or his/her Designate who would act without a vote.

13.02 Statement of Purpose

When it appears to be necessary to reduce the number of Teachers in the Board's employ, it shall be the policy of this Board to effect the reduction in a manner as fair as possible to its Teachers. This policy shall be implemented according to the following:

13.02.01 As soon as grant regulations, enrolment projections, budgets and other pertinent information are available, a study will be made by the Board to determine whether a surplus of Teachers exist.

13.02.02 If a surplus is deemed to exist, the Redundancy Committee as defined in section **13.01.02** will meet forthwith. Additional information will be exchanged and alternative solutions will be examined.

13.03 Procedure of Identifying Redundant Teachers

13.03.01 Possible Solution - It is recognized that while a surplus may occur in a particular school, it is actually a surplus in the Panel as a whole and that a solution to such a surplus may be found outside of a particular school. Therefore, the following possible solutions shall first be explored before any Teacher is declared surplus, and the criteria for designation will be according to the Seniority List as defined in **12.02** to be governed by the program requirements of the Regulation - Operation of Schools - General.

13.03.01.01 If a falling enrollment in a particular program or subject area creates a surplus of Teachers in that program or subject area, the Principal working with the OSSTF District President will try to reassign the surplus Teacher to other programs or subject areas provided he/she meets the requirements of the Regulation - Operation of Schools - General.

13.03.01.02 If a falling enrolment in a school creates a surplus of Teachers, the Board will request the Director or his/her Designate to meet with all Secondary School Principals and the OSSTF

District President or Representative, the Collective Bargaining Committee Chair or Representative, plus a Teacher elected by the Teachers to determine whether it is possible to absorb the surplus Teacher into another secondary school.

13.03.01.03 If the surplus exists in the Secondary Panel as a whole, the Board will request the Director or Designate to meet with the Principal and OSSTF District President or Representative, the Collective Bargaining Committee Chair or Representative, plus a Teacher elected by the Teachers to determine whether it is possible for a surplus secondary school Teacher to take an open position in the Elementary Panel.

13.03.02 Declaration - If the surplus cannot be avoided by 13.03.01 above, the School Board's obligation with regard to identifying the redundant Teacher(s) is fulfilled and the Teacher(s) will be declared surplus in the following order of priority:

13.03.02.01 A Teacher who is not legally qualified,

13.03.02.02 A Teacher in his/her first year in the profession,

13.03.02.03 A Teacher in his/her first year in our panel with one(1) or two(2) years elsewhere,

13.03.02.04 A Teacher in his/her first year in our panel with three (3) or more years of experience elsewhere,

13.03.02.05 A Teacher in his/her second year in our panel with no experience elsewhere,

13.03.02.06 A Teacher in his/her second year in our panel with 1 year of experience elsewhere,

13.03.02.07 A Teacher in his/her second year in our panel with 2 years of experience,

13.03.02.08 Other Teachers on permanent contract would be last to be declared surplus with the Teacher having less continuous experience in the panel

being declared redundant first.

13.03.03 Tie Situations - In such cases where a “tie situation” exists after 13.03.02, the determining factor/s (tie-breaker/s) shall be based upon:

13.03.03.01 Where teachers have the same length of continuous secondary teaching employment with this Board, the order on the list shall be decided upon the basis of total years of secondary teaching experience with this Board or its predecessors, then,

13.03.03.02 Higher category placement as per Article 5.03 will be given preference, then,

13.03.03.03 If a “tie situation” exists following 13.03.03.01 and 13.03.03.02, placement on the Seniority List shall be related to total years secondary experience and/or total years elementary experience and/or related experience as recognized by this Board or its predecessors at the time of hiring, then,

13.03.03.04 Where two (2) or more Teachers remain tied, the Director shall provide for the drawing of lots to determine which of the Teachers is surplus.

13.03.04 Notification - If a surplus is to be declared, the Teacher(s) involved will be notified by the Board and the Principal as early in the year as possible but no later than May 1.

13.03.05 Appeal - A Teacher declared surplus who believes the declaration to have been unjustly arrived at may appeal directly to the Redundancy Committee. Such an appeal must be made within five (5) consecutive schooldays from his/her notification of being surplus. Review of the case by the Redundancy Committee will occur within ten (10) consecutive school days of the receipt of the application. The role of the Redundancy Committee will be to determine that the procedures of this policy were followed in detail. The decision of this Committee is final. In the case of a tie vote, the appeal is considered lost. If this appeal were upheld, the timing of 13.03.04 would be extended to one (1) school day beyond the Redundancy Committee’s decision. The Grievance Procedures as outlined in this Collective Agreement are not applicable.

- 13.03.06 Advertising - All vacancies within the Elementary and Secondary Panels will be advertised internally in each school. Positions may be advertised provincially three (3) school days after being posted internally.
- 13.03.07 Transferee - A Teacher who has been transferred to another school in the Board's jurisdiction shall have first chance at returning to his/her former school provided he/she meets the requirements of Regulation - Operation of Schools - General, but he/she will be obligated to make his/her application for transfer within the deadline date for receipt of applications.
- 13.03.08 Displacement - A Teacher declared surplus in one school when there are no vacancies in the other schools will be entitled to displace a Teacher whom he/she is qualified to replace and who is the most junior person on the Seniority List (as defined in 12.02) in the system. Further, such displacement shall not extend to the Elementary Panel from the Secondary Panel or vice versa.
- 13.04 Procedures for Accommodating Redundant Teachers
- 13.04.01 It is understood that in dealing with all aspects of surplus Teachers, the Board shall recognize that all of its Teachers are competent and qualified and would be acceptable on any secondary school staff and that the Board and Principals will do whatever they find possible to secure another position for the Teacher elsewhere, including a letter of recommendation stating that the Teacher's release is due to redundancy.
- 13.04.02 A Teacher who has been declared redundant will continue to be given first consideration for new vacancies in subsequent years, provided he/she informs the Board by September 30 annually of his/her interest in a position, plus return mailing address and responds to all notices of a vacancy within two (2) weeks of date of mailing.
- 13.04.03 A Teacher who has been declared redundant may be transferred **to** a vacant position for which he/she is qualified, or if not qualified, is prepared to become qualified for the new position within 1 year of appointment.
- 13.04.04 Considerations for teaching vacancies shall cease and the Board shall have no further obligation if a Teacher refuses

a vacancy in the Secondary Panel, does not become qualified for the new position within 1 year of appointment, fails to notify the Board by September 30 annually or enters into a contract with another Board.

13.04.05 A Teacher who has been transferred under this section will be given priority of transfer back to his/her original school if an opening subsequently occurs, provided he/she applies to the Board for a transfer by January 1 of the current contract year. In situations of more than one redundant Teacher being eligible, the order of seniority shall apply.

13.04.06 A Teacher who has been declared redundant, notwithstanding the above procedures, will be placed on the supply list of school(s) of his/her choice and be given priority over the other supply Teachers as long as his/her name shall stand.

13.04.07 A Teacher who has been declared redundant and cannot be accommodated by any of the means outlined above will be notified and given priority by the Board of an open position in the Elementary Panel of the system.

13.04.08 To secure another job, a redundant Teacher must be available for an interview. Recognizing this fact, the Board will allow a Teacher who has been declared redundant, 1/4 of the Teacher's unused sick leave days for the present school year to a maximum of five (5) days for the purpose of attending job interviews. Approval of such a leave shall be secured from the Director of Education by the Teacher concerned.

13.05 Notwithstanding the above, should a reduction in staff be necessary, it shall be done by seniority.

Article 14 EMPLOYMENT, ORGANIZATION STRUCTURE & WORKLOAD

14.01 Advertisement - All vacant teaching positions which cannot be filled through voluntary transfer of Teachers within the District and all openings for system positions of responsibility shall be posted in all secondary schools in the District three (3) school days prior to external advertisement.

14.02 Hiring - Rainy River District School Board Teachers with above average

teaching experience with the Board shall be given consideration on filling any vacant position for which they are qualified or deemed to be qualified.

14.03 Headship structure shall be determined by the Principal at each school in consultation with the school's staff. There will be twelve (**12**) positions with an allowance each of **\$4,150** each for **2002-03** and **\$4,250** for **2003-04**. There will be seven (7) positions at Fort Frances High School, two (**2**) positions at Rainy River High School and three (**3**) positions at Atikokan High School. It is understood that a position may be shared by two (**2**) or more teachers subject to mutual agreement of the Parties and the allowance will be pro-rated accordingly.

14.04 Definitions

14.04.01 Ontario Academic Credits - as defined in O.S.I.S. 1984.

14.04.02 Advanced Credits - - as defined in O.S.I.S. 1984.

14.04.03 General Credits - as defined in O.S.I.S. 1984.

14.04.04 Basic Credits - as defined in O.S.I.S. 1984.

14.04.05 Technical Credits - as defined in O.S.I.S. 1984.

14.04.06 Family Studies Credits - as defined in O.S.I.S. 1984.

14.05 Working Conditions

14.05.01 Each full-time teacher shall be assigned a maximum of **1250** minutes for each five (5) instructional days on average during the school year. Unassigned time shall be available to the teacher for preparation and marking.

14.05.02 As part of the **6.67** eligible program workload, full-time classroom teachers shall be assigned T.A.P./ Remedial, Remedial Time, Supervision and Worked On-Calls according to the following schedule:

a) **0.42** equivalent program of T.A.P./Remedial, Remedial, Supervision and On-Calls, plus

b) **0.25** program of special duties of Special Education Remedial Time, Academic Remedial Time or Subject Specialized Co-op Assistance, Library, Guidance, Outers Program, TAG, Peer Tutoring or Information Technology Support/Leadership. All Coordinators

shall have their **0.25** assigned as Information Technology Support/Leadership in their assigned duties as Coordinators.

- 14.05.03 In a semestered school, no classroom teacher shall be assigned more than **3** credit and/or credit-equivalent courses and **.35** eligible programs per semester.
- 14.05.04 TAP shall not exceed thirty (**30**) minutes a week on average over the school year. The scheduling of TAP shall not lengthen the instructional day. Instructional materials for TAP shall be provided to the teachers by the Board.
- 14.05.05 All TAP, remedial time, supervision and on-calls shall be equitably timetabled and performed inside the instructional day.
- 14.05.06 No classroom teacher shall be assigned other duties in addition to those set out in **14.05.01** to **14.05.05** above.
- 14.05.07 Notwithstanding **14.05.01**, full-time library, guidance, co-operative education teachers, computer resource, alternative education (including IVIK), TAG, and special education teachers, who do not deliver credits, may be assigned to their areas for the full school day with a **15** minute break in the morning and a **15** minute break in the afternoon and a lunch break of a minimum of forty (**40**) consecutive minutes, free from assigned duties.
- 14.05.08 A teacher with a mixed schedule of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- 14.05.09 Part-time teacher workload shall be pro-rated to that of the teachers defined in Appendix G.
- 14.05.10 Each teacher shall have a lunch break of a minimum of forty (**40**) consecutive minutes between classes, free from assigned duties, between the end of the first period and start of the last period.
- 14.05.11 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding **150** minutes excluding travel time between periods and/or breaks.
- 14.05.12 Up to forty-four (**44**) half-periods of on-call or supervision will be assigned. More on-calls may be assigned by mutual consent of teacher, principal and inform the bargaining unit. A full-time

classroom teacher shall be assigned no more than two (2) one-half period on-calls per week and maximum one-half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the principal.

- 14.05.13 However, supervision or on-calls may be scheduled in blocks with the mutual agreement of the Member, the Principal and inform the Bargaining Unit.
- 14.05.14 Teachers shall be notified of any on-call assignments before the close of the previous school day, where possible.
- 14.05.15 Teachers shall not be mandated to work any days preceding the official start of the school year and any days following the official end of the school year.
- 14.05.16 The length of the school year shall be the minimum required under the Education Act.
- 14.05.17 Every effort shall be made to limit the number of preparations for each teacher.
- 14.05.18 The Principal of each Secondary School will make available to the Branch President as soon as possible, or by the last day of each term, a copy of each Member's workload report for the year.

NOTE:

The Board, in consultation with the teacher and the bargaining unit, determines the workload and F.T.E. of all part-time teachers. This will not increase the total F.T.E. for the system.

- 14.06 Class Size - Keeping in mind, the best interests of both its students and Teachers, the Board shall limit class size to the following number of students in any one class. These numbers will apply except where workstations or safety will not permit.

14.06.01	University Credits	31
	College Credits	29
	Open Credits	29
	University/College	29
	Essential Credits	23
	Workplace Credits	23
	Family Studies (Lab)	25
	OAC Credits	31
	Gr. 9/10	31
	- Academic	31
	- Applied	28
	- Essential	23

	- Open	29
	Science	28
	Technical Credits (Except Grade 9)	21
	(i.e. Manufacturing, Transportation, Construction and Design)	

- 14.06.02 Notwithstanding the above, class size limits can be exceeded by one (1) provided that not more than **30%** of classes in the school exceed the maximum.
- 14.06.03 In a multi-level class, the lowest cap shall apply.
- 14.06.04 The maximum number of students in a self-contained special education class shall be in accordance with Section 31 of Regulation 298 under the Education Act.
- 14.06.05 The class size limits shall apply by September 15, semester 1 and February 15, semester 2. The Director of Education and the Principal shall ensure that all class (section) limits are adhered by the above stated dates.
- 14.07 The normal instructional work week in the secondary schools is five (5) days, Monday through Friday inclusive. No Teacher will be assigned duties beyond the normal instructional day except by mutual agreement of the Teacher and the immediate supervisor.
- 14.08 Lunch Break - To comply with the Regulation - Operation of Schools - General, each Teacher shall have a minimum of forty (40) continuous minutes for lunch free of any responsibilities for students.
- 14.09 The length of the school year shall be the minimum number of days required under the regulations.
- 14.10 All Teachers shall receive their timetables for the whole school year no later than August 15 of the year preceding the school year. See Appendix C.
- 14.11 An up-to-date print out of all classes showing number of students in each class shall be made available to the OSSTF District President or OSSTF District Chief Negotiator or a Board Representative within five (5) school days **from** the date of the request.
- 14.12 Safety
The parties agree to comply with the Occupational Health and Safety Act and regulations and the terms of reference of the Joint Health and Safety Committee as amended from time to time.
- 14.13 Medical Procedure

No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or health of the pupil or subject the Teacher to risk or injury or liability for negligence.

- 14.14 The Board recognizes that health and fitness are important to excellence in education and encourages its Teachers to maintain a healthy lifestyle and a good level of fitness.

Article 15 STAFFING FOR SECONDARY SCHOOLS

- 15.01 Notwithstanding the following, the Board may hire additional Teachers to perform duties in respect of secondary schools.
- 15.02 Staffing shall be based on Ministry of Education and Training legislated requirements with respect to average class size.
- 15.03 In addition, Guidance Teachers and Teaching Librarians and Special Education Teachers may be assigned as per MET funding.
- 15.04 Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools shall meet legislative requirements of 21 to 1. The Board shall assign its remaining teaching staff to other non-classroom teaching services including, but not limited to, Guidance, Library, Special Education, Resource, or other special programs.

15.05 Staffing Committees

- 15.05.01 The Board agrees to the establishment of the following committees:
- a) Secondary Staffing Committee
 - b) In-school Staffing Committee

15.05.02 Secondary Staffing Committee

A Secondary Staffing Committee shall be established by September 15 and maintained from year to year. The purpose of the committee will be to assure fair and equitable distribution of staff in accordance with the Collective Agreement. The committee shall meet with the Director or Designate in the spring and fall of each year to:

1. review the allocation of staff to each school
2. review the allocation and organization of staff within each school
3. review working conditions
4. review the application of surplus redundancy procedures.

15.05.03 Composition of Secondary School Committee

There shall be three (3) representatives of the Union and three (3) representatives of the Board chaired by the Director or Designate.

15.05.04 In-School Staffing Committees

The purpose of the committee will be to assist the Principal to:

- a) review the allocation and organization of staff within the school.
- b) review the non-instructional assignments.

Any concern of the In-School Staffing Committee may be reported to the Director or Designate.

15.05.05 Composition of In-School Staffing Committee

The committee will consist of the Principal and a Union representative, as a minimum.

Additional staff members may be appointed by agreement of the Parties maintaining equal representation.

15.05.06 Continuing Education Teachers

Continuing Education Teachers are members of the Bargaining Unit. If the program continues, the terms and conditions of work for September, 2003 will be negotiated with the Union.

Article 16 JUST CAUSE

- 16.01 No Teacher who has completed the probationary period shall be disciplined or dismissed without just cause. A lesser standard shall apply to a probationary Teacher.
- 16.02 A newly hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding thirty (30) days. On mutual consent of the parties, the probationary period of a teacher may be extended for an additional period of up to one school year provided that written notice is given to the teacher.

Article 17 SEPARATE SCHOOL IMPACT STATEMENT

The Board agrees to involve the Bargaining Unit in the development of the Impact Statement if one is required as a result of the extension of the Separate School Board System.

Article 18 CROSS PANEL ASSIGNMENTS

Cross Panel assignments shall be made only by mutual agreement of the Teacher and principal of the school. It is understood that the provisions of the Collective Agreement will apply and that there will be an equal exchange between panels.

Article 19 ACTING PRINCIPAL/VICE-PRINCIPAL

- 19.01 The Parties agree that a Teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in charge shall be paid an allowance of \$40 per day in addition to regular salary and allowances.
- 19.02 The Member will continue to be subject to all terms and conditions of the Collective Agreement.
- 19.03 Nothing in this Article prevents the Member from resuming original duties subject to 48 hours written notice to the Director.
- 19.04 An Occasional Teacher will be engaged to replace the Teacher while assigned as the Teacher in Charge.
- 19.05 When a Principal/Vice-Principal will be absent for a period of more than twenty (20) work days but less than one (1) school year, the Board may appoint a Teacher as an Acting Principal/Vice-Principal to fulfill the duties of the absent Administrator.
- 19.06 The Teacher shall receive compensation and benefit package and be entitled to the same working conditions as other Principals/Vice-Principals with an equivalent position.
- 19.07 The person acting as Principal/Vice-Principal shall pay Union dues.
- 19.08. No member shall be asked to perform duties which involve evaluation or discipline of another member while acting as Principal/Vice-Principal.
- 19.09 The Teacher shall be entitled to return to the Teacher's former position if it still exists or a comparable position with full rights and privileges as though there had been no break in service and provided that the Member's terms as Acting Principal/Vice-Principal does not exceed 193 work days within three school years.

Article 20 DISTANCE EDUCATION

The Board and the Teacher's Bargaining Unit agree to work together to explore the operation of Distance Education programs with the purpose of examining information pertaining to enrollment, staffing, class sizes and working conditions.

Article 21 **CRIMINAL REFERENCE CHECKS**

- 21.01 The Board shall pay the cost of the first criminal record check in respect of an incumbent teacher in 2003, provided the teacher participates in the process operated by the Ontario Education Services Corporation.
- 21.02 Access to and the use and disclosure of records and information (including offense declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- 21.03 Normal, daily access to such records and information shall be limited to the Human Resources Administrator and those persons designated by the Director of Education. The Human Resources Administrator shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

Article 22 **TEACHER PERFORMANCE APPRAISAL**

- 22.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 22.04 below.
- 22.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.
- 22.03 Program Heads/Coordinators shall not conduct teacher performance appraisals, but this shall not preclude Program Heads/Coordinators from participating in programs of assistance or other remediation.
- 22.04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 11 - Grievance/Arbitration Procedure.
- 22.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President.

Article 23 **TERMINATION OF EMPLOYMENT**

23.01 Notification

An employee shall notify the Employer by November 30 of the employee's intention to resign effective January 31(end of semester 1) and May 31 of the employee's intention to resign effective June 30 or August 31.

23.02 Mutual Resignation

Nothing herein prevents an employee and the employer from mutually agreeing to the employee's resignation at any time.

APPENDIX A

MEMORANDUM OF AGREEMENT FOR A LEAVE PLAN

I have read and agree to the terms and conditions of the Leave Plan attached hereto. I, also, agree to the following additional conditions:

- 1) The period of my Plan shall commence September 1, __, and terminate August 31, __,
- 2) I agree to take my leave year commencing September 1, __, and terminating August 31, __,
- 3) During the school years __, __, __ and __, I agree to be paid at the rate of __ of my annual salary as determined by the Collective Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this Plan,
- 4) I agree to fulfil my contractual obligations to the Rainy River District School Board until August 31, __,
- 5) I agree, during my leave, to be paid in total the amount which will be withheld during the years in which I participate in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Collective Agreement.
- 6) a. I, _____, do wish to participate in the benefit plans. I agree to pay all premium cost as outlined in the Collective Agreement.
- or -
b. I, _____, do not wish to participate in the benefit plans.

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

GRIEVANCE REPORT FORM

Grievance Class
 Individual
 Group
 Board

A) _____
Surname Given Name

Home Address Telephone No.

Name of School Department Job Classification

B) Details of Grievance (relates to interpretation, application or alleged violation of a specific article or section of the Collective Agreement)

- i) Facts giving rise to grievance
- ii) Specific article or section of Collective Agreement violated
- iii) Contention as to **how** there has been a misinterpretation, misapplication or alleged violation

C) Relief requested (state the relief demanded by the grievance)

Date Signature of Griever

D) Resolution (state the eventual disposition of the grievance and the eventual resolution, if any)

GRIEVANCE at
STEP 1 _____
Date
STEP 2 _____
Date
ARBITRATION _____
Date

Signature of Employer

Signature of Griever

APPENDIX C

Letter of Agreement Teachers' Timetables

Although Article 14.10 of the Collective Agreement states that Teachers shall receive their timetables for the whole school year no later than August 15, it is recognized that during semester one there could be changes in class size that might necessitate a change in a Teacher's timetable for semester two. Thus, the following procedure has been agreed to:

- a) It shall be the Principal's responsibility to identify possible areas of concern. A possible area of concern is a class in which there has been a significant drop in class size.
- b) The Principal shall notify the OSSTF District President of any possible areas of concern by December 1. The Principal and the OSSTF District President shall meet to examine the data and determine if further discussion and/or action should be taken.
- c) If the Principal and the OSSTF District President believe that more discussion is warranted they shall bring in the Head of the Organizational Unit in which the area of concern exists.
- d) If the Principal, the OSSTF District President and the Head of the Organizational Unit conclude that changes may have to be made, all Teachers who may be affected and other individuals who may be able to provide information or advice will meet to examine the data, the possible reasons for the drop in enrolment, the changes which could be made, and the results of these changes.
- e) It is hoped that a consensus will be reached at step #4. If by consensus it is decided, or in the absence of a consensus the Principal has decided that a change must be made in one or

more Teachers' timetables, the Teacher(s) shall be notified by the Principal before the Christmas Holidays. In extreme cases where a decision cannot be made at this time, the Teacher will be notified by the end of the first week of classes.

- f) The Principal shall inform the Director of Education of the change(s).
- g) It is also agreed that timetable changes may be made by mutual consent between a Teacher and the Principal, subject to approval of the OSSTF Executive and using the appended form.

APPENDIX D

AGREEMENT TO TIMETABLE CHANGE AFTER AUGUST 15, _____,

DATE: _____

I _____ have agreed to change my timetable as is indicated below:

_____ pd. _____ sem. _____ has been changed to

_____ pd. _____ sem. _____

_____ pd. _____ sem. _____ has been changed to

_____ pd. _____ sem. _____

_____ pd. _____ sem. _____ has been changed to

_____ pd. _____ sem. _____

This change has been made by mutual agreement.

Signed _____ (Teacher)

_____ (Principal)

I have spoken privately with the Teacher indicated above and I believe that the Teacher agreed freely to the change and was not subject to coercion.

Signed _____ (OSSTF Representative)

APPENDIX E

Letter of Understanding
Between
the Rainy River District School Board
and
Rainy River District 5B of the
Ontario Secondary School Teachers' Federation

The Rainy River District School Board and OSSTF District 5B agree without precedent and prejudice to the following terms regarding the use of on-call/supervision assignments at Atikokan High School :


- 1) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover cross-paneled classes taught by another secondary teacher in the high school.
- 2) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover secondary classes in the high school which are taught by an elementary teacher who is cross-paneling.
- 3) On-call/supervision may only be assigned by mutual agreement of the District 5B member on an individual case by case basis to cover an elementary class which is taught by an elementary teacher participating in high school activities, specifically sports or Outers.
- 4) All of the above assignments shall comply with the working conditions outlined in Article 14.04.07 of the Agreement between the Rainy River District School Board and the OSSTF District 5B dated July 24, 2001.


The parties agree that a breach of the terms of this letter may be the subject of grievance/arbitration. Should this be necessary, the grievance section of the Secondary Collective Agreement will be applicable.

The terms of this letter shall be adhered to by both parties.

Dated: Oct 29/01 - at Fort Frances, Ontario

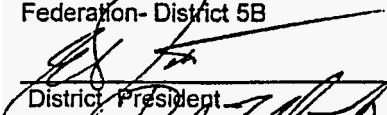
Rainy River District School Board

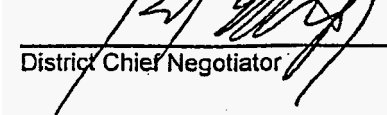


Director of Education


Atikokan High School Principal

Ontario Secondary School Teachers'
Federation- District 5B



District President


District Chief Negotiator

APP

END

SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS (SUB) PLAN

1. The objective of the plan is to supplement the unemployment insurance benefits received by Teachers for temporary unemployment caused by pregnancy or parental leave.
2. The secondary school Teachers are covered by this plan.
3. Teachers must apply for employment insurance benefits and be approved by the Commission before SUB becomes payable.
4. Teachers disentitled or disqualified from receiving EI benefits are not eligible for SUB.
5. Receipt or no receipt of supplemental EI benefits are subject to certification from the Commission by computer report that the applicant has been accepted or rejected for EI benefits.
6. Teachers do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period of two weeks waiting period prior to receipt of EI benefits.
7. The benefit level paid under this plan shall be equivalent to two weeks regular EI earnings for the eligible employee.
8. The duration of the plan for the secondary Teachers is from September 1, 2002, to August 31, 2004.
9. Any payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the plan (Reference 57 (13) (i) EI Regulations).

APPENDIX G

For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement, shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment of 6.67 program workload. Such pro-rating shall be administered in accordance with the following chart:

Classes/Credit Equivalent Classes	Equivalent*	Special Duties*	Total	Full-Time Equivalent
1 class			1	0.15
1 class	0.07	0.04	1.11	0.17
2 classes			2	0.3
2 classes	0.14	0.08	2.22	0.33
3 classes			3	0.45
3 classes	0.21	0.12	3.33	0.5
4 classes			4	0.6
4 classes	0.28	0.17	4.45	0.67
5 classes			5	0.75
5 classes	0.35	0.21	5.56	0.83
6 classes			6	0.9
6 classes	0.42	0.25	6.67	1

*As Defined in Article 14.05.02

APPENDIX H

Memorandum of Agreement

Re: Benefits

The Parties agree to form a joint committee with equal representation to review the employee benefits. The committee will report to the parties by February 1, 2004.

Memorandum of Agreement

Re: Pregnancy and Parental Leave

Part XIV (Employment Standards Act, 2000)

Pregnancy Leave

45. Definitions

46. (1) Pregnancy Leave – A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

(2) When leave may begin – An employee may begin pregnancy leave no earlier than the earlier of,

- (a) the day that is 17 weeks before due date; and
- (b) the day on which she gives birth.

(3) Exception – Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(4) Notice – **An** employee wishing to take pregnancy leave shall give the employer,

- (a) written notice at least two weeks written notice of the date the leave is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

(5) Notice to change date – An employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) Same, complication, etc. – If **an** employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection **(4)** does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,

- (i) in the case of an employee who stops working because of complications caused by her pregnancy, that she is unable to perform her duties of her position because of complications and stating her due date;
- (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

47. (1) End of pregnancy leave – An employee’s pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

(2) Ending leave early – **An** employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

(3) Changing end date – An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

- (a) on an earlier date than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

(4) Employee not returning – **An** employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks’ written notice of termination.

(5) Exception – Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental Leave

48. (1) Parental leave – **An** employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee’s custody, care and control for the first time.

(2) When leave may begin – **An** employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee’s custody, care and control for the first time.

(3) Restriction if pregnancy leave taken – An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her

custody, care and control for the first time.

(4) Notice – Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

(5) Notice to change date – An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) If child earlier than expected – If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

49. (1) End of parental leave – An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

(2) Ending leave early – An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

(3) Changing end date – An employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day that was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day that was set out in the notice, if the employee give the employer a new written notice at least four weeks before the day indicated in the original notice.

(4) Employee not returning – An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of termination.

(5) Exception – Subsection (4) does not apply if the employer constructively dismisses the employee.

General Provisions Concerning Leaves

★ **1. (1) Rights during leave**— During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) Benefit plans — Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plans.

(3) Employer contributions— During an employee’s leave under this Part, the employer shall continue to make the employer’s contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee’s contributions, if any.

52. (1) Length of employment — The period of an employee’s leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her employment, whether or not it is active employment.
2. The length of the employee’s service whether or not that service is active.
3. The employee’s seniority.

(2) Exception— The period of an employee’s leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.

53. (1) Reinstatement— Upon the conclusion of an employee’s leave under this Part the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) Exception— Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

(3) Wage rate — The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave.

AGREEMENT OF CONTRACT

It is certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Rainy River District School Board and Rainy River District 5B of the Ontario Secondary School Teachers Local, at a meeting held on April 24, 2003. It is further certified that this agreement was ratified by Rainy River District 5B of the Ontario Secondary School Teachers Local on or about May 6, 2003, and ratified by the Rainy River District School Board on May 6, 2003.

Dated June 25, 2003 at Fort Frances.

FOR THE RAINY RIVER DISTRICT
SCHOOL BOARD

RAINY RIVER DISTRICT 5B OF THE
ONTARIO SECONDARY SCHOOL
TEACHERS' LOCAL



Gord McBride, Board Chair



Brian Church, President



Warren Hoshizaki, Director of Education



Paul Elliott, Chief Negotiator

