

**COLLECTIVE AGREEMENT**

BETWEEN

**THE RAINY RIVER DISTRICT SCHOOL BOARD**

(Hereinafter called the “Board”)

RECEIVED  
MAY 23 2007

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, 2004 - AUGUST 31, 2008**

11894(04)

# ONTARIO SECONDARY TEACHERS' COLLECTIVE AGREEMENT

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**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, 2004, and shall continue in force up to and including August 31, 2008, 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 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 TLC, UNFC and the Alternative Education Program), Rainy River High School (including Sturgeon Creek Alternative Program and 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, and receipt of the proof of qualifications is received by August 31<sup>st</sup>, the Teacher's salary shall be adjusted effective to the date of completion of the course.
- 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, 2004**

Yrs. Exp.	Category			
	1	2	3	4
0	38,359	41,041	46,158	50,025
1	40,881	43,558	48,677	52,545
2	43,402	46,081	51,199	55,066
3	45,924	48,602	53,723	57,586
4	48,445	51,121	56,245	60,108
5	50,967	53,645	58,764	62,629
6	53,489	56,165	61,289	65,150
7	56,012	58,688	63,809	67,674
8	58,533	61,209	66,331	70,192
9	61,054	63,732	68,853	72,717
10	63,576	66,252	71,372	75,238
11	66,099	68,775	73,894	77,760

**September 1, 2005**

Yrs. Exp.	Category			
	1	2	3	4
0	39,126	41,862	47,081	51,026
1	41,699	44,651	49,651	53,596
2	44,270	47,003	52,223	56,167
3	46,842	49,574	54,797	58,738
4	49,414	52,143	57,370	61,310
5	51,986	54,718	59,939	63,882
6	54,559	57,288	62,515	66,453
7	57,132	59,862	65,085	69,027
8	59,704	62,433	67,658	71,596
9	62,275	65,007	70,230	74,171
10	64,848	67,577	72,799	76,743
11	67,421	70,151	75,372	79,315

**September 1, 2006**

Yrs. Exp.	Category			
	1	2	3	4
0	39,909	42,699	48,023	52,047
1	42,533	45,318	50,644	54,668
2	45,155	47,943	53,267	57,290
3	47,779	50,565	55,893	59,913
4	50,402	53,186	58,517	62,536
5	53,026	55,812	61,138	65,160
6	55,650	58,434	63,765	67,782
7	58,275	61,059	66,387	70,408

8	60,898	63,682	69,011	73,028
9	63,521	66,307	71,635	75,654
10	66,145	68,929	74,255	78,278
11	68,769	71,554	76,879	80,901

**February 1, 2007**

Yrs. Exp.	Category			
	1	2	3	4
0	40,308	43,126	48,503	52,567
1	42,958	45,771	51,150	55,215
2	45,607	48,422	53,800	57,863
3	48,257	51,071	56,452	60,512
4	50,906	53,718	59,102	63,161
5	53,556	56,370	61,749	65,812
6	56,207	59,018	64,403	68,460
7	58,858	61,670	67,051	71,112
8	61,507	64,319	69,701	73,758
9	64,156	66,970	72,351	76,411
10	66,806	69,618	74,998	79,061
11	69,457	72,270	77,648	81,710

**September 1, 2007**

Yrs. Exp.	Category			
	1	2	3	4
0	41,034	43,902	49,376	53,513
1	43,731	46,595	52,071	56,209
2	46,428	49,294	54,768	58,905
3	49,126	51,990	57,468	61,601

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4	51,822	54,685	60,166	64,298
5	54,520	57,385	62,860	66,997
6	57,219	60,080	65,562	69,692
7	59,917	62,780	68,258	72,392
8	62,614	65,477	70,956	75,086
9	65,311	68,175	73,653	77,786
10	68,009	70,871	76,348	80,484
11	70,707	73,571	79,046	83,181

Yrs. Exp.	Category			
	1	2	3	4
0	41,608	44,517	50,067	54,262
1	44,343	47,247	52,800	56,996
2	47,078	49,984	55,535	59,730
3	49,814	52,718	58,273	62,463
4	52,548	55,451	61,008	65,198
5	55,283	58,188	63,740	67,935
6	58,020	60,921	66,480	70,668
7	60,756	63,659	69,214	73,405
8	63,491	66,394	71,949	76,137
9	66,225	69,129	74,684	78,875
	68,961	71,863	77,417	81,611
11	71,697	74,601	80,153	84,346

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. Effective September 1, 2005, teaching experience will include long-term occasional teaching experience performed after January 1, 1998. It shall be the responsibility of the Teacher to provide the Board with all relevant statements of teaching experience.

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. Effective September 1, 2005, the allowance will be \$800 per annum.

6.05 Method of Salary Payment

Annual salary shall be paid according to the following plan:

8%	first school day
8%	Sept. 25 <sup>th</sup>
8%	Oct 25 <sup>th</sup>
8%	Nov. 25 <sup>th</sup>
8%	Dec. 25 <sup>th</sup>
8%	Jan. 25 <sup>th</sup>
8%	Feb. 25 <sup>th</sup>
8%	March 25 <sup>th</sup>
8%	April 25 <sup>th</sup>
8%	May 25 <sup>th</sup>
20%	June - last school day

100%

6.05.01 A Teacher working one semester only shall be paid his/her salary in the semester on the regular pay dates. Any outstanding pay shall be paid on the last day worked.

6.05.02 The Board will consult a Teacher with respect to the repayment of any overpayment of salary.

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.3.50 as amended from time to time. The Board will consult with the union if there are amendment to Board Policy 3.50.

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 Subject to 6.05.01, a part-time Teacher will have his/her salary annualized on his/her FTE for the school year, 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. 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. However, effective September 2005, a Teacher will accumulate a full year of credit on the seniority list for each year that he/she is a participant in the plan.
- 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 Effective September 1, 2004, a Teacher will accumulate a full year's credit on the seniority list for each year he/she participates in such leaves or exchanges.

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 spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sister-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law, Spouse shall include a common-law or same sex partner with whom the member resides**

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 Principal, 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 provide for Teachers on maternity leave a supplementary employment insurance benefits plan providing for payment of 75% of normal weekly earnings for the two week waiting period for employment insurance benefits.

The Teacher's normal pay for the two week waiting period will be based on the number of instructional days in the particular weeks. The salary will be calculated using 1/194 of the Teacher's annual salary for each instructional day in the two week waiting period.

**Additional Maternity Benefits will be provided as per Board Procedure as attached in Appendix J.**

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. (Effective September 1, 2005 this article will be deleted.)
- 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.

**8.01.07 Family Medical Leave will be granted in accordance with the Employment Standards Act. Family Medical Leave (as outlined in the Employment Standards Act) is available to provide care or support to a spouse, parent or child where that individual has a serious medical condition with a significant risk of death**

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 Teacher seeking Leave shall submit to the Director or Designate, through the Principal, an application not later than:
  - 8.02.04.01.01 September 30 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 1<sup>st</sup> 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. Effective September 1, 2005, the course subsidy will be \$9,000 to a cap of \$18,000.

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 31<sup>st</sup> 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 Manulife 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 Manulife Vision Care Plan that pays a benefit of \$250.00 over each 24 month period. Effective September 1, 2006, coverage will be \$275 every two years and effective September 1, 2007, coverage will be \$300 every two years.

#### 9.04 Semi-Private

The Board agrees to pay 100% of the current premium of the Manulife 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)
- dentures with 50/50 co-insurance with no maximum (Rider 2)
- orthodontics with 50/50 co-insurance with \$2000 life-time maximum (Rider 3)
- 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 griever 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.
- 11.08 Mediation  
At any stage in the grievance procedure, the Parties can agree in writing to grievance mediation.

## **Article 12**

### **SENIORITY LIST**

#### **12.01 Definitions**

**12.01.01 A Staff Complement Vacancy is a complement position within**

the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned. There may be extenuating circumstances under which a Staff Complement Vacancy is filled by a Long Term Occasional Teacher.

- 12.01.02** A Voluntary Transfer, in accordance with **12.03** will mean any staff change arrangement that is mutually agreed upon between the member and the Board, that fills a Staff Complement Vacancy.
- 12.01.03** A Surplus Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- 12.01.04** A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of the Employer (Board wide), for the ensuing school year.
- 12.01.05** The Secondary Staffing Committee, for the purposes of Transfer, Surplus, Redundancy and Recall procedures, shall consist of three **(3)** representatives of the Board, and three **(3)** representatives of the Bargaining Unit. This Committee shall have the right to review whether the procedure has been followed correctly. If it is determined by the Committee that there has been an error in procedure, then the committee will recommend a solution to rectify the error. This solution shall be implemented forthwith.
- 12.01.06** Appeal - A Teacher declared surplus or redundant who believes the declaration to have been unjustly arrived at may appeal directly to the Secondary Staffing Committee. Such an appeal must be made within five **(5)** consecutive school days from his/her notification of being surplus or redundant. Review of the case by the Secondary Staffing Committee will occur within ten **(10)** consecutive school days of the receipt of

the application. The role of the Secondary Staffing Committee, in so far as this article is concerned, 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. The Grievance Procedures as outlined in this Collective Agreement are not applicable.

**12.01.07** Qualified Teacher, as defined Reg. **298**, section **19**, of the Education Act. A Teacher who agrees to become qualified under the above section within one year of being assigned to a staff complement vacancy, will be considered to be a Qualified Teacher in so far as this article is concerned. Failure to complete the agreed upon qualifications, within one year, will render the member unqualified for the position. Upon mutual agreement between the Board and the Union, the time period for qualification may be extended.

**12.02** Seniority List

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

**12.02.02** Any employees hired after September **1, 2000**, shall be added to the top of the list in accordance with Article **12.02.03** and **12.02.04** so that the most junior employee will be added to the top of the list.

**12.02.03** Seniority shall be the length of continuous service with the Rainy River District School Board as a Bargaining Unit Member 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.

**12.02.04** 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.

- 12.02.05** 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.
- 12.02.06** 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.
- 12.02.07** Newly hired Bargaining Unit Members shall be added to the seniority list based on their first day of work.
- 12.02.08** Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:
- 12.02.08.01** Years of continuous secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;
- THEN
- 12.02.08.02** Total years of secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;
- THEN
- 12.02.08.03** Total years of experience (including secondary, elementary, and related experience as recognized by the Board at the time of hiring);
- THEN
- 12.02.08.04** Higher category rating;

THEN

**12.02.08.05**

By lot conducted by the Director and the Bargaining Unit President.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

**12.03** Voluntary Transfer

**12.03.01** Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than April **15** in the school year immediately prior to the school year for which the transfer shall be effective.

**12.03.02** All requests as per **12.03.01** shall remain on file with the Director for twelve **(12)** months.

**12.03.03** All approved voluntary transfers shall be accommodated based upon Board procedure **3.103**, which may be changed from time to time.

**12.03.04** The Board will consult with the union if there are changes to Board procedure **3.103**.

**12.03.05** Requests for voluntary transfer which have been approved by the board, shall be used first to fill staff vacancies at a specific school. In order to facilitate voluntary transfers a Member who is transferred, with Board approval, to replace a Member on leave for only one year will remain the responsibility of the originating school.

Article **13** SURPLUS, REDUNDANCY, RECALL, EXTERNAL HIRING

**13.01** Surplus to School Declaration

- 13.01.01** Should Board approved voluntary transfers as per Article **12.03** not satisfy the requirements of staffing based on projected enrollment, the least senior Bargaining Unit Members at schools that are staffed beyond the complement required shall be declared surplus to the school.
- 13.01.02** Should this create a situation where no bargaining unit member at the school is qualified to teach in areas outlined in reg **298** (operations of schools), then the next teacher on the seniority list will be given the opportunity to become qualified for the vacant position, within one year. Should this next senior bargaining unit member refuse, they will be declared surplus. All options must be explored before a more senior teacher is declared surplus in order to protect program.
- 13.01.03** Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.
- 13.01.04** If a surplus is deemed to exist, the Secondary Staffing Committee as defined in section **12.01.05** will meet forthwith. Additional information will be exchanged and alternative solutions will be examined. This committee will ensure that all options have been explored before a teacher is declared surplus. 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.
- 13.01.05** A school administrator shall deliver notification in writing, to a Bargaining Unit Member who is to be declared surplus, no



later than **3:15 p.m.**, on **April 30**. Such a notification will be preceded by an interview with the member wherever possible.

If it is not possible for the school administrator to meet with the teacher who is declared surplus before delivery of the notification in writing, then the school administrator shall meet with the Teacher declared surplus within **5 working days**. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.

**13.01.06** Bargaining Unit Members on any approved leave are the responsibility of the originating school.

**13.01.07** Bargaining Unit Members who are declared surplus and have been placed in another school, shall have right of return to positions for which they are qualified, which become available at the school from which they are declared surplus, at the end of the school year or at the end of the semester.

## **13.02** Redundancy

**13.02.01** Should a reduction in staff become necessary, Bargaining Unit Members who are least senior shall be informed in writing by the Employer no later than **3:15 p.m.**, on **April 30**. This notification shall be delivered to the member no later than **3:15 p.m.**, on **April 30**. This shall be preceded by verbal notification of the Member by a school administrator, where ever possible.

**13.02.02** If it is not possible for a school administrator to meet with the teacher who is declared redundant before delivery of the notice in writing, then a school administrator shall meet with the Teacher within **5 working days**. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.

- 13.02.03** Reductions in staff shall start at the top of the Seniority List with the least senior Bargaining Unit Member and proceed down the Seniority List.
- 13.02.04** If a redundancy is deemed to exist, the Secondary Staffing Committee as defined in section **12.01.05** will meet forthwith. Additional information will be exchanged and alternative solutions will be examined, such as a redundant Secondary Teacher being offered a position in the Elementary Panel.
- 13.02.05** The Employer shall determine displacements and consequent staffing adjustments. Displacements shall be done according to Articles **12** and **13**.
- 13.02.06** A Member may elect to refuse to displace another Member and be placed on the recall list. This member will be offered the first Staff Complement Vacancy, (for which the member is qualified), at the school from which the member was declared surplus/redundant. If the member refuses to fill that Vacancy, then the Board shall have no further obligation to that Member.
- 13.02.07** 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.

**13.03** Recall

- 13.03.01** The Employer shall establish and maintain a recall list of all Bargaining Unit Members declared redundant.
- 13.03.02** Bargaining Unit Members who have been declared redundant shall be recalled to Staff Complement Vacancies based on seniority and be reinstated as though there had been no interruption in service.

**13.03.03** Bargaining Unit Members who are eligible for recall shall file with the employer their most recent address and telephone number.

**13.03.04** When a position becomes available, the Employer shall contact the teacher being recalled by telephone and shall offer the position by registered mail.

**13.03.05** A Member has the right to refuse recall to a position offered by the Employer, based on travel/geographical considerations, without prejudice to the Member's recall rights. The Board shall have no further obligation to a Member, who refuses a position for which the Member is qualified, at the school from which the Member was declared redundant.

**13.04 External Hiring**

**13.04.01** External hiring shall take place only after positions have been offered first to Bargaining Unit Members who been declared surplus or redundant, and then to Bargaining Unit Members with less than full-time assignments within the school where the vacancy is.

**Article 14 EMPLOYMENT, ORGANIZATION STRUCTURE & WORKLOAD**

14.01 Advertisement - All vacant teaching positions, which cannot be filled through Articles **12.03** and **13** shall be posted in all secondary schools, electronically and in writing, 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 Every school shall have a Headship for Student Success. Other Headships shall be determined by the Principal at each school in consultation with the school's staff. There will be (12) twelve positions with an allowance each of \$4335 on September 1<sup>st</sup>, 2004; and (15) fifteen positions with an allowance of

\$4422 on September 1<sup>st</sup>, 2005; \$4510 on September 1<sup>st</sup>, 2006; \$4555 on February 1, 2007; \$4637 on September 1<sup>st</sup>, 2007; and, \$4702 on February 1, 2008. There will be (8) eight positions at Fort Frances High School, (3) three positions at Rainy River High School and (4) four 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. The term of each Headship will be two years.

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 University Credits – as defined in O.S.S. Grades 9 to 12 Program and Diploma Requirements**

**14.04.02 College Credits – as defined in O.S.S.**

**14.04.03 University/College Credits as defined in O.S.S.**

**14.04.04 Workplace Credits – as defined in O.S.S.**

**14.04.05 Open Credits – as defined in O.S.S.**

**14.04.06 L.D.C. Credits – as defined in O.S.S.**

**14.04.07 Academic Credits – as defined in O.S.S.**

**14.04.08 Applied Credits – as defined in O.S.S.**

**14.04.09 Technical Credits – as defined in O.S.I.S. 1984**

**14.04.10 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 6 out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments (APAs) comprised of either on-calls, supervisions, student mentoring and teacher mentoring based on 75 minute periods or equivalent as follows:

On calls	Supervision	Teacher/Student Mentoring	Total	Year
24	12	34	70	2005/2006
24	10	26	60	2006/2007
24	10	16	50	2007/2008

14.05.01.01 On calls may be transferred by the Principal or designate from the on call column to either the supervision or teacher/student mentoring column. Supervisions may be transferred from the supervision column to the teacher/student mentoring column.

Every effort shall be made to notify the Teacher at least 48 hours in advance when APAs are transferred between columns.

14.05.02 Mentoring as assigned by the Principal shall include but is not limited to:

tutoring, counseling, advising, assisting, and remediating students.  
mentoring teachers.

14.05.02.01 The in-school staffing committee as per article 15.05.04 shall review and track every teacher's Alternative Professional Assignments.

14.05.03 In a semestered school, each column of the Alternative Professional Assignments will be split equally between semesters.

14.05.04 The total Alternative Professional Assignments shall be equitably timetabled and performed inside the instructional day.

14.05.05 No classroom teacher shall be assigned other duties in addition to those set out in 14.05.01 to 14.05.04 above.

14.05.06 Part time teacher workload shall be pro-rated to that of the full time teacher workload.

14.05.07 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 the start of the last period.

14.05.08 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.

14.05.09 A full time classroom teacher shall be assigned no more than two one-half period APAs per week and a maximum of one half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the principal.

14.05.09.01 Alternative Profession Assignments may be scheduled in blocks with the mutual agreement of the Member, the Principal, and inform the Bargaining Unit.

14.05.10 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.

14.05.11 The length of the school year shall be the minimum required under the Education Act.

14.05.12 Every effort shall be made to limit the number of preparations for each teacher.

14.05.13 The Principal of each Secondary School will forward to the Branch President as soon as possible, or by the last day of each reporting term, a copy of each Member's workload report for the year.

14.05.14 Teachers shall be notified of any APAs before the close of the previous school day, where possible.

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<br>College Credits 29<br>Open Credits 28<br>University/College 29<br>Essential Credits 23<br>Workplace Credits 22<br>Family Studies (Lab) 25<br>OAC Credits 31<br>Gr. 9/10 - Academic 31<br>- Applied 27<br>- Essential/Locally Developed 22<br>- Open 29<br>Science 28<br>Technical Credits (Except Grade 9) 21<br>(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 Alternative Professional Assignments (APA's)

The committee will meet prior to June 1<sup>st</sup>.

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, VP, Branch President and a teacher elected from the school staff. 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-NICE-PRINCIPAL**

*AGREEMENT - OSSTF - 2004-2008*

- 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. Effective September 1, 2005, the allowance will be \$50 per day.
- 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. The Board agrees to discuss Distance Education with the Union when the report on Distance Education is released.

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.

.....  
Date

.....  
Teacher

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

**GRIEVANCE REPORT FORM**

A) \_\_\_\_\_  
Surname Given Name

Grievance Class  
 Individual  
 Group  
 Board

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)

Facts giving rise to grievance  
Specific article or section of Collective Agreement violated  
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:

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.

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.

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.

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.

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.

The Principal shall inform the Director of Education of the change(s).

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.

*AGREEMENT - OSSTF - 2004-2008*

**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:

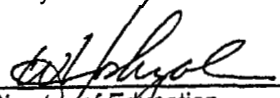
- 1) Members of OSSTF District 5B may **be** assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover cross-paneled classes taught by another secondary teacher in the high school.
- 2) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary 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.

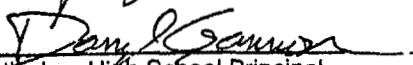
The parties agree that a breach of the terms of this letter may be the subject of grievance/arbitration. Should this be necessary, the grievance section of the Secondary Collective Agreement will be applicable.

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

**4 PENDING**

*AGREEMENT - OSSTF - 2004-2008*

**IDENTIFICATION OF EMPLOYMENT INSURANCE BENEFITS (SUB) PLAN**

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.

Teachers must apply for employment insurance benefits and be approved by the Commission before **SUB** becomes payable.

Teachers disentitled or disqualified from receiving EI benefits are not eligible for **SUB**.

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.

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.

**The benefit level paid under this plan shall be equivalent to two weeks regular EI earnings for the eligible employee.**

The duration of the plan for the secondary Teachers is from **September 1, 2002, to August 31, 2004.**

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**

**Part Time Teacher Pro-Rating**

The table below represents the # of half-periods of APA's that will be assigned to teachers depending on their FTE assignment:

<b>Pds Taught</b>	<b>FTE</b>	<b>On-Calls</b>	<b>Supervision</b>	<b>Mentoring</b>	<b>Total</b>
1/6	0.17	4	2	6	12
38388	0.33	8	4	11	23
38416	0.5	12	6	17	35
38447	0.67	16	8	23	47
38477	0.83	20	10	28	58
38508	1	24	12	34	70

<b>Pds Taught</b>	<b>FTE</b>	<b>On-Calls</b>	<b>Supervision</b>	<b>Mentoring</b>	<b>Total</b>
1/6	0.17	4	2	4	10
38388	0.33	8	3	9	20
38416	0.5	12	5	13	30
38447	0.67	16	7	17	40
38477	0.83	20	8	22	50



<b>38508</b>	<b>1</b>	<b>24</b>	<b>10</b>	<b>26</b>	<b>60</b>
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**2007 - 2008**

<b>Pds Taught</b>	<b>FTE</b>	<b>On-Calls</b>	<b>Supervision</b>	<b>Mentoring</b>	<b>Total</b>
<b>1/6</b>	<b>0.17</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>8</b>
<b>38388</b>	<b>0.33</b>	<b>8</b>	<b>3</b>	<b>6</b>	<b>17</b>
<b>38416</b>	<b>0.5</b>	<b>12</b>	<b>5</b>	<b>8</b>	<b>25</b>
<b>38447</b>	<b>0.67</b>	<b>16</b>	<b>7</b>	<b>10</b>	<b>33</b>
<b>38477</b>	<b>0.83</b>	<b>20</b>	<b>8</b>	<b>14</b>	<b>42</b>
<b>38508</b>	<b>1</b>	<b>24</b>	<b>10</b>	<b>16</b>	<b>50</b>

## 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*

**51. (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.

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## APPENDIX I

LETTER OF UNDERSTANDING: Re: Alternative Education Coordinators

Between

THE RAINY RIVER DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION (DISTRICT 5B)

(hereinafter called the “Bargaining Unit”)

The position of Alternative Education Coordinator in Rainy River will no longer exist as of August **31, 2005**.

The position of Alternative Education Coordinator in Fort Frances will no longer exist as of August **31, 2007**. The position of the present Alternative Education Coordinator at Fort Frances High School will continue until August **31, 2007** or the retirement of the present incumbent, with an allowance of **\$4128.00** per year, whichever is sooner.

Signed in Fort Frances, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2005

For the Board

For the Bargaining Unit

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## APPENDIX J

### RAINY RIVER DISTRICT SCHOOL BOARD

#### **PROCEDURE:** Additional Maternity Benefits

#### **PURPOSE:**

Employees who are eligible for federal maternity leave benefits, and apply for such, will qualify for additional maternity benefits from the Rainy River District School.

#### **RATIONALE:**

Employees who are eligible for federal maternity leave benefits will receive top-up payment from the Rainy River District School Board for up to 6 (six) weeks immediately following childbirth to the extent that the (6) six weeks falls on instructional days.

#### **IMPLEMENTATION:**

##### **Employment Insurance (EI) top-up:**

EI top-up is the difference between the normal daily rate paid by Employment Insurance and the normal daily rate paid by the Board. The result will mean that the employee is paid 100% of the normal daily salary rate based on a work

year of 194 instructional days (1/194).

To receive this additional maternity benefit, an employee must supply the Board (Human Resources) with a copy of the weekly pay received from Human Resources Development Canada (HRDC). Pay will not exceed 100% of the employee's normal weekly earnings.

**1.1 Supplemental Employment Benefit (SEB):**

SEB is paid during the EI two week waiting period when an employee does not receive EI payments. If the SEB is available (as outlined in the collective agreement) Employees shall provide evidence to the Board that a waiting period has been served (dates included) for payment from the Board.

**1.1.1 SEB Plan before birth date of child:** The SEB Plan described in collective agreements is available for the two week EI waiting period or part thereof if used prior to the birth date of the child. Employees shall provide evidence to the Board that a unpaid waiting period has been served (dates included) for payment from the Board.

**1.2.1 SEB Plan after the birth date of child:** If the EI waiting period is served following the birth of the child, the two week EI waiting period is included in the 6 (six) weeks of EI top-up.

**1.2 Employee Letter:** Employees are advised to forward a letter (see attached) to the Board to request an unpaid Maternity Leave and the EI top-up benefits as above immediately following childbirth.

**1.3 Sick Leave:** If the employee requires sick leave (with a medical note) prior to the birth of the child, the employee shall notify the Board of the date of the last sick day used. A Record of Employment (ROE) will be issued to the employee following the last pay. This ROE is required by EI to initiate a Employment Insurance claim.

**GUIDELINES:**

**N/A**

**TIMELINE:**

*AGREEMENT - OSSTF - 2004-2008*



3.0 Note: Employment Insurance Maternity Benefit timelines

3.1 Payment of up to six (6) weeks of additional maternity benefits immediately follows childbirth.

3.2 Payment of up to six (6) weeks top up to full wage (not to exceed 100%) will follow the receipt of evidence of the weekly wage paid by HRDC,