

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE TEACHERS' BARGAINING UNIT, DISTRICT 3

September 1, 2008 to August 31, 2012

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ARTICLE 1 – PURPOSE AND DEFINITIONS

1.01 Purpose

It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement", to set forth the terms and conditions of employment which have been mutually agreed upon and which shall be applicable to all members of District 3 OSSTF and the Board during the effective period of the Agreement.

1.02 Definitions

- a) "Board" shall mean the Rainbow District School Board.
- b) "Certification Rating Statement" shall mean the statement issued to a teacher by the Ontario Secondary School Teachers' Federation Certification department affirming that it has certified the teacher's qualifications and has placed the teacher in a group in accordance with Certification of OSSTF.
- c) "District 3 OSSTF" shall mean District 3 of the Ontario Secondary School Teachers' Federation.
- d) "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- e) "Part-time Teacher" shall mean a teacher whose workload is less than fulltime as defined in Article 22.
- f) "Redundant teachers" shall be those in excess of the projected staffing requirements of the system for the upcoming school year as outlined in Article 17.03.
- g) "School year" shall mean the minimum number of days required in the Education Act and Regulations.
- h) "Surplus teacher" shall be a teacher for whom no position will be available in his/her present school in the upcoming school year based on the criteria outlined in Article 17.05.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This Agreement shall come into force and take effect September 1, 2008 and shall remain in force through August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

- 2.02 Notwithstanding the period of notice cited in 2.01, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures. (Except for error, inadvertence or omissions, this Agreement shall form the basis of computing all salaries and other conditions defined therein).
- 2.04 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the *Ontario Labour Relations Act* and the *Education Act*.
- 2.05 In the event that the Government of Ontario or the Government of Canada passes or amends statutes and/or regulations, the parties shall meet to discuss the implications of the legislation within 15 days of the written request of either party for such a meeting.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every teacher (including teachers on a Letter of Permission), other than occasional teachers, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time. The Board also recognizes the right of OSSTF to represent Continuing Education teachers employed by the Board.
- 3.02 The Board recognizes the right of District 3 OSSTF to be represented by any duly authorized adviser, agent, counsel, solicitor or representatives, to assist, advise or represent District 3 OSSTF in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.03 District 3 OSSTF recognizes the right of the Board to be represented by an affiliated association or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04 The Board recognizes the negotiating team of District 3 OSSTF as the agent of OSSTF to negotiate on its behalf.
- 3.05 The Board further recognizes the right of District 3 OSSTF to represent a member at a disciplinary meeting where the conduct or competence of the member is being considered. The Board will inform the teacher that he/she has the right to have a District 3 OSSTF representative present. If the teacher elects to have District 3 OSSTF representation no discussion of the issue will take place until the District 3 OSSTF representative is present in a timely fashion.

- 3.06 The Board agrees to provide each newly hired teacher with a copy of the collective agreement and any other pertinent information as determined by Board Administration. The teachers' bargaining unit (TBU) President will be given an opportunity for input into the contents of the package for newly hired teachers.
- 3.07 District 3 OSSTF shall notify the Board in writing of the names of its District and Work-site representatives no later than October 15 of each school year. Unless otherwise stated in this collective agreement, communications to District 3 OSSTF shall be directed to the District 3 OSSTF Teachers' President or his/her designate.
- 3.08 The Board will continue the practice of allowing District 3 OSSTF to use part of the monthly staff meeting for OSSTF business.
- 3.09 District 3 OSSTF may hold meetings at the work site either outside of the instructional day or during the teachers' lunch period provided the principal is advised and if required, in accordance with the Board's policy for use of schools.
- 3.10 The Board will respond to reasonable requests from District 3 OSSTF by providing information relevant to the application and negotiation of the collective agreement. Such information includes but is not limited to:
- a) by September 30th each year, an alphabetical list of teachers showing name, work location, home address and phone number;
 - b) within 3 school days following each Board meeting a list of teacher resignations, retirements and deaths.

3.11 Co-Curricular Activities

The Board and District 3 OSSTF believe that co-curricular activities form an integral part of a student's education and recognize the volunteer participation of teachers in the co-curricular program.

3.12 Health & Safety

The Board recognizes its obligations under the *Occupational Health and Safety Act* to provide a safe and healthy environment for teachers and to carry out all duties and obligations under the act and its accompanying Regulations.

- 3.13 The Board shall not discriminate against employees with respect to employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status or disability in accordance with the *Ontario Human Rights Code*.

3.14 District 3/Management Liaison Committee

There will be a Labour/Management Committee comprised of the following members of the Board:

- Trustees: Chair of Board
Chair of Negotiating Committee*
Trustee from Negotiating Committee
**should the Chair of the Board and the Chair of the Negotiating Committee be one and the same, a second member of the Negotiating Committee will be selected.*
- Officials: Director of Education
Superintendent of Human Resources
- Staff: Manager of Human Resources/Labour Relations

OSSTF District 3 membership will be comprised of 3 representatives from the Union. The Union may bring up to 2 additional teachers to the meetings when topics on the agenda require specific teacher input. The Committee will meet at the request of either party at a time mutually agreed upon to discuss non-grievable matters of concern.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The OSSTF recognizes that it is the right of the Board to:

- a) Provide, maintain and conduct the operation of its schools in accordance with the Acts and Regulations of Ontario and Board policy.
- b) Determine all other matters except as expressly defined in this Agreement.

4.02 Probationary Period

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

4.03 Just Cause

- a) District 3 OSSTF and the Board agree that no teacher shall be disciplined, demoted or discharged except for just cause.
- b) Notwithstanding 4.03(a), the parties agree that the Board may dismiss a probationary teacher at a lesser standard which shall be defined as cause determined by the Board so long as the Board makes its determination in accordance with basic procedural fairness.

4.04 Board Policy

The Board must post in all schools, notice of any proposed change in policy that will be recorded in the Policy Manual (or new policy that will be recorded in the Policy Manual). The Board will communicate the proposal to the District 3 OSSTF Teachers' President (or the designate) at least 8 days before disposition by the Board. The Board shall arrange for a formal meeting between the Board representatives and the District 3 OSSTF when requested by either party.

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

4.05 Human Resource Files

- a) A teacher and/or designate shall have access, during normal business hours, to his/her human resource file at the Board office. The teacher must give written permission to the Board which allows a designate access to the file. The teacher/designate may copy any material contained in these files.
- b) A teacher who cannot attend at the Board office during normal business hours may make arrangements through his/her Superintendent to have the Superintendent bring his/her human resource file from the Board Office for the teacher to access at the school at a time mutually agreed between the teacher and Superintendent.
- c) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- d)
 - (i) If the teacher disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
 - (ii) When the Board amends information under d(i) above, the Board shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.

- e) A teacher may request and the Board shall consider removal of documents from the teacher's file.

4.06 School Files

- a) A teacher and/or designate shall have access, during normal business hours, to his/her file in the school. The teacher must give written permission to the Principal which allows a designate access to the file. The teacher/designate may copy any material contained in these files.
- b) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- c)
 - (i) If the teacher disputes the accuracy or completeness of material in the school file, the Principal shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
 - (ii) When the Principal amends information under c(i) above, the Principal shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) A teacher may request and the Principal shall, after consultation with Human Resources, consider removal of documents from the school file.
- e) Effective September 1, 2003, the Principal will ensure that a teacher receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

ARTICLE 5 - CATEGORY DEFINITIONS

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

5.02 Initial Placement

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

- 5.03 a) Where a teacher qualifies, prior to September 1st for a change in category, the adjustment will be made effective from the beginning of the school year, on submission of the proper documents to the Board by January 31st.

Proper documents will include either

- i) a revised rating statement; or
- ii) proof from OSSTF that the teacher has submitted documentation relevant to a pending category change and is awaiting a new rating statement

The retroactive category change will be paid to the teacher on receipt of the OSSTF rating statement.

- b) If a teacher submits evidence of a category change after January 31 of that year but prior to June 1 of the next year, the salary adjustment will be made effective as of the first day of the month immediately following receipt of such evidence by the Manager of Human Resources.
- c) If, due to an extenuating circumstance, evidence required for a category change cannot be obtained by January 31 through no fault of the teacher concerned, consideration will be given to vary from the above policy provided the request is brought to the attention of the Manager of Human Resources before January 31.
- d) In the event that a teacher is mistakenly paid, during the term of this agreement, a salary rate that is higher or lower than that to which the teacher is entitled, the Manager of Human Resources will convene a meeting at the request of the teacher involved and a representative of District 3 OSSTF. At this meeting, the method and timeline for the repayment of these monies by the teacher will be determined.

ARTICLE 6 - SALARY

6.01 a) Full time teachers as defined in 22.01 shall be paid in accordance with the following salary grids:

September 1, 2008

0	40,385	41,747	46,087	47,212
1	43,013	44,463	49,186	50,496
2	45,641	47,179	52,285	53,780
3	48,269	49,895	55,384	57,064
4	50,897	52,611	58,483	60,348
5	53,525	55,327	61,582	63,632
6	56,153	58,043	64,681	66,916
7	58,781	60,759	67,780	70,200
8	61,409	63,475	70,879	73,484
9	64,037	66,191	73,978	76,768
10	66,665	68,907	77,077	80,052
11		71,623	80,176	83,336
12				86,620

September 1, 2009

0	41,595	43,005	47,469	48,623
1	44,302	45,802	50,661	52,006
2	47,009	48,599	53,853	55,389
3	49,716	51,396	57,045	58,772
4	52,423	54,193	60,237	62,155
5	55,130	56,990	63,429	65,538
6	57,837	59,787	66,621	68,921
7	60,544	62,584	69,813	72,304
8	63,251	65,381	73,005	75,687
9	65,958	68,178	76,197	79,070
10	68,665	70,975	79,389	82,453
11		73,772	82,581	85,836
12				89,219

September 1, 2010

0	42,845	44,294	48,890	50,088
1	45,633	47,175	52,178	53,572
2	48,421	50,056	55,466	57,056
3	51,209	52,937	58,754	60,540
4	53,997	55,818	62,042	64,024
5	56,785	58,699	65,330	67,508
6	59,573	61,580	68,618	70,992
7	62,361	64,461	71,906	74,476
8	65,149	67,342	75,194	77,960
9	67,937	70,223	78,482	81,444
10	70,725	73,104	81,770	84,928
11		75,985	85,058	88,412
12				91,896

September 1, 2011

0	44,127	45,628	50,353	51,585
1	46,999	48,595	53,740	55,174
2	49,871	51,562	57,127	58,763
3	52,743	54,529	60,514	62,352
4	55,615	57,496	63,901	65,941
5	58,487	60,463	67,288	69,530
6	61,359	63,430	70,675	73,119
7	64,231	66,397	74,062	76,708
8	67,103	69,364	77,449	80,297
9	69,975	72,331	80,836	83,886
10	72,847	75,298	84,223	87,475
11		78,265	87,610	91,064
12				94,653

- b) Salary for a part-time teacher shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article 22. Salary will be paid to the part time teacher in each semester based on the teacher's assignment in that semester.

c) Allowance for Post Graduate Degrees

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

d) Allowance for Positions of Responsibility

Program Leader -	<u>2008-09</u> 3708	<u>2009-10</u> 3819	<u>2010-11</u> 3934	<u>2011-12</u> 4052
Coordinator -	<u>2008-09</u> 6180	<u>2009-10</u> 6365	<u>2010-11</u> 6556	<u>2011-12</u> 6753

6.02 Proof of Teaching Experience

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

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

Retroactive salary to the date of commencement of employment will be paid providing proof of previous teaching experience is received by the Manager of Human Resources within three months of the first day of work.

6.03 Calculation of Teaching Experience for Salary Purposes

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

Teaching experience for salary purposes will be calculated as follows:

- a) The calculation of years of teaching experience will be made annually as of September 1st, and will be determined by dividing by 10 the total number of complete months of teaching; i.e. periods of 20 or more consecutive days of teaching. Where the remainder in such a division is 5 months or greater, an additional year will be granted for salary purposes only.
- b) If a period of teaching experience includes a partial month of 10 or more days, this experience will be recognized as a complete month e.g. 4 months and 12 teaching days will equal 5 months; 4 months and 9 teaching days will equal 4 months.
- c) Part-time teachers who are employed for a full year to teach only a portion of

each day will be credited with the percentage of time worked times 10 months (e.g. teachers working 50% of the time will be credited with 5 months; teachers working 80% of the time will be credited with 8 months).

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

6.04 Allowance for Related Trade Experience

Effective September 1, 2000 teachers who hold a Certificate of Qualification in a trade under the *Trades Qualification and Apprentices Act* and who possess College of Teachers qualifications to teach technological studies courses will be granted one year of teaching experience for salary purposes for each year of trade experience related to the subject to be taught as determined by the Board and earned after trade certification but prior to employment with the Board. The calculation of experience will be made in accordance with Article 6.03. The courses eligible for the allowance are: Construction Technology, Manufacturing Technology, Technological Design, Transportation Technology, Communications Technology.

Teachers currently employed by the Board who are presently receiving a related trade experience allowance and who do not meet the above criteria shall continue to receive an allowance of \$500.00 per year to a maximum of \$5,000.00 not to pierce the maximum of the applicable group in the basic salary scale.

ARTICLE 7 - UNION DUES

7.01 Pursuant to the *Ontario Labour Relations Act*, on each pay date on which an teacher is paid, the Board shall deduct from each teacher's pay the regular OSSTF Union Dues as specified in writing by District 3 OSSTF or OSSTF and forwarded to the Board at least thirty (30) days prior to the expected date of change.

7.02 The OSSTF dues deducted in 7.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto ON M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. A copy of the list shall also be sent to the president of District 3 OSSTF.

7.03 Local Levy

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of District 3 OSSTF in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the District 3 OSSTF office on a monthly basis.

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

ARTICLE 8 - METHOD OF PAYMENT

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

September the Friday before the first instructional day (or the first work day of the school year, whichever comes first)	8%
September - 25 th of the month	8%
October	8%
November	8%
December	8%
January	8%
February	8%
March	8%
April	8%
May	8%
June	<u>20%</u>
	<u>100%</u>

All teachers covered by this Agreement will receive their pay by direct deposit in the bank of their choice. Teacher's pay information will be sent via the Board's e-mail. At each school there will be a minimum of one computer available to teachers that is not available to students.

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

- 8.02 a) For the purposes of salary a full-time teacher shall be as defined in Article 22.01.
- b) In no case shall a teacher be entitled to more than 100% of their salary in accordance with their placement on the salary grid in Article 6.01.

ARTICLE 9 - HIRING PRACTICES

9.01 Positions of Responsibility

(a) Program Leaders

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

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

Only Supervisory Officers, Principals and Vice-Principals will conduct the interviews for Program Leader positions that are posted.

(b) Coordinators

(i) New Coordinator positions will be posted in every school. Teachers covered by this agreement will be given first consideration. Should the Board have no qualified applicants to fill the position from among the teachers covered by this agreement, the position may be advertised externally.

(ii) When a Coordinator position is discontinued by the Board, the teacher shall return to the staff of the last school in which the teacher taught, subject to the surplus and redundancy provisions of the collective agreement. The Coordinator allowance will continue for a period of one year from the date the position was discontinued. If during that year the teacher obtains a Program Leader or Coordinator position, the amount of the continued allowance will be reduced by the new allowance.

(c) New Positions of Responsibility

Should the Board create a new position of added responsibility, the Board agrees to meet with District 3 OSSTF in advance to discuss the duties, responsibilities and qualifications for the position and to reach agreement on the annual salary and/or allowance to be effective the date of appointment to the position.

9.02 Teaching Positions

- a) In semestered schools, all positions of a duration of one semester or more that become available between May 1 and the 3rd Friday in June effective for September 1; and May 1 and the Christmas Break effective for February 1 shall be posted. In non-semestered schools, all positions that come available between May 1 and the 3rd Friday in June and effective September 1 shall be posted.

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

- b) Postings must be up for at least five school days before an appointment is made. Positions shall be filled within five (5) school days of receipt of a second application from a qualified candidate. If a position is posted for four (4) consecutive weeks and the same qualified person is the sole applicant to all four (4) postings, that applicant shall be given the position.
- c) External advertising will occur only if there is no qualified applicant, and after the position has been posted for a minimum of ten (10) school days. No external advertising for a position shall occur prior to May 25 unless it is certain that no teacher can be placed in the position under the provisions of Article 17 (Transfer, Surplus and Redundancy) and Article 18 (Right of Recall).
- d) Any other teaching position that becomes available during the school year or a portion thereof shall be filled from:
 - i) the recall list in accordance with Article 18, Right of Recall, provided that the teacher has the qualifications, or
 - ii) at the Board's discretion if there are no qualified teachers identified in (i).
- e) Teachers who are part time may increase their percentage (%) of time worked, effective the following year to full time:
 - i) before March 1st by advising the Board in writing. They shall be placed on the Surplus or Redundancy List depending on seniority, or
 - ii) after March 1st by obtaining a posted position.
- f) When a principal receives more than one application for a posted position a minimum of two (2) qualified applicants shall be interviewed provided there are a sufficient number of qualified applicants. All qualified applicants shall be sent a written acknowledgement that the application was received.
- g) **Replacements for Teachers on Leave**
A teacher on leave of absence of any kind shall return to the school he/she left in accordance with Article 17.

9.03 Teacher Exchange

- a) Teacher Exchange shall consist of a transfer, with approval of the Board for a period of up to one (1) year, with another teacher from a different Board, Province or Country. An extension may be granted by unanimous agreement among the Board, District 3 OSSTF and the teacher concerned.
- b) The teacher shall receive full salary and benefits as per this Agreement.
- c) For the first year of such an exchange (or a one-year extension), the teacher for the purposes of Article 17(Transfer, Surplus and Redundancy) shall be considered as a staff member of their original school. At the end of the first year the teacher involved will:
 - i) revert to their original school or,
 - ii) extend their exchange for one year by mutual consent of the teacher affected subject to Board approval or,
 - iii) make the exchange permanent upon the written application of the two teachers affected subject to Board approval.

9.04 Termination of Employment

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

ARTICLE 10 - POSITIONS OF RESPONSIBILITY

10.01 The following allocation of program leaders will be granted to each secondary school based on the October 31st enrolment in the previous school year. The allocation will be given for a three (3) year period and the appointments will be for a three (3) year term.

School Enrolment	Number of Positions	Effective Sept. 1, 2009
1 - 200	1	1
201 - 400	2	4
401 - 700	4	6
701 - 1000	6	9
1001 or more	8	11

- 10.02 a) The principal shall determine the programs for which a position shall be posted. The principal will consult with the in-school staffing committee prior to finalizing the program leader structure.
- b) Mandatory positions
- All schools (excluding Cecil Facer) shall have the following mandatory program leader positions:
- 1 - Sports
 - 1 - Guidance/Co-op
 - 1 - Special Education (effective September 1, 2009)
- c) The remaining positions shall be chosen from among the following program areas or combinations thereof:
- arts
 - business
 - computer studies
 - drama
 - english
 - family studies
 - french immersion
 - languages
 - mathematics
 - music
 - physical education
 - science
 - social sciences
 - technological education
- any others approved by the superintendent
- d) These positions shall be available only to teachers who are employed full-time with the Board.
- e) If a position becomes vacant during the three (3) year term, it shall be posted and filled for the remainder of the term.
- f) Program leaders will be assigned a full-time teaching load.

10.03 Acting Administrative Positions

- a) Subject to the provisions set out below, a teacher who is seconded for a specific term to fulfill the duties of a vice-principal position for a period of time not to exceed twelve months, shall continue to be a member of District 3 OSSTF, with all of the rights, privileges and obligations thereof, including but not limited to:
- i) payment and deduction of OSSTF dues and levies;
 - ii) participation in the teachers' benefits plans pursuant to the Collective

Agreement;

- iii) accrual of District 3 OSSTF seniority in the usual course; and
 - iv) full recognition and credit for teaching experience for the term the teacher is in the position.
-
- b) The terms and working conditions of the vice-principal assignment shall be the same as those of other vice-principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers seconded to perform these duties shall not discipline other teachers or conduct performance appraisals of other teachers.
 - c) The salary for the teacher seconded to perform vice-principal duties shall be the ordinary starting salary rate for a vice-principal, pro-rated for the period of time of the assignment.
 - d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement between the Board and District 3 OSSTF.
 - e) A decision of the Board to terminate a teacher's assignment to a vice-principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to his/her teaching duties within District 3 OSSTF, subject to a clear five (5) days notice to the Principal.
 - f) Upon the conclusion of the acting assignment, the teacher shall be placed in the teacher position held by him/her prior to the secondment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with District 3 OSSTF.
 - g) The replacement of an absent vice-principal by an acting administrator will not result in any on-calls or other additional duties for any member of District 3 OSSTF.
 - (h) The performance of the teacher in fulfilling the duties of the Acting Administrative Assignment shall not be used as part of the Teacher Performance Appraisal process.

10.04 Payment for Casual Administrative Assignments

- (a) When the principal and vice-principal are both required to be absent from the school, a teacher will be assigned to assume additional responsibilities. Only those teachers who volunteer to assume the additional responsibility will be asked to fulfill the casual assignment. The teacher will receive an allowance of \$51.50 per day (\$53.05 per day effective September 1, 2009; \$54.64 effective September 1, 2010; \$56.28 effective September 1, 2011) for assuming the casual administrative assignment.
- (b) It is agreed that teachers assuming the casual administrative assignment shall not discipline other teachers or conduct performance appraisals of other teachers nor will performance of the teacher during the casual assignment be used as part of the Teacher Performance Appraisal process.

ARTICLE 11 - BENEFITS

Permanent employees covered by this collective agreement shall be entitled to the following benefits up to age 65 in accordance with the carrier's contract. Employees who continue to work beyond age 65, but not beyond age 70, will receive a per diem allowance set each September based on the monthly cost of the extended health and dental benefit premiums of the secondary teacher group as follows: (90% of monthly premium for family coverage X 10 months/194 school days).

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

- a) Health Care
- i) Extended Health Care 90%
 - prescription Generic Drug plan - \$8.00 cap on dispensing fee paid by the plan
 - semi-private hospital room coverage
 - vision care \$300 every 2 years
 - \$325 September 1, 2009; \$350 September 1, 2010;
 - \$375 September 1, 2011
 - hearing aid \$300 every 3 years
 - \$500 every 3 years effective September 1, 2009

Effective September 1, 2009:

The following changes will be made to the extended health plan:

Paramedical services - \$400 per service per year (\$500 per service effective September 1, 2010) with a combined total per year of \$1,600 (\$2,000 effective September 1, 2010)

Orthotics – increase to \$300 per year

Physiotherapist – cap physio services at \$4,000 per year

Private Duty Nursing – cap private duty nursing at \$15,000 per year

- ii) Dental 90%
Level 1 basic and level 2 restorative (or equivalent)
9-month recall for members/dependents over 18 years of age

2006 ODA fee schedule – effective September 2008
2008 ODA fee schedule – effective September 2009
2009 ODA fee schedule – effective September 2010
2010 ODA fee schedule – effective September 2011

Effective September 1, 2009:

Orthodontics (Child Under Age 18) – coverage at 50% reimbursement
\$2,500 lifetime maximum

Crowns/Bridges – coverage at 50% reimbursement \$2,000 per year
maximum

- b) Life Insurance

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

11.02 Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied. During a disability, a teacher may continue his/her existing coverage in Benefit plans as outlined in Article 11.01 until he/she retires on a TPP pension or the end of the month the teacher turns age 65, whichever comes first provided he/she pays 100% of the cost of such plans. Participation in the LTD plan will be a condition of employment for teachers, except those who opted out prior to January 1, 1998 with the predecessor boards.

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

11.03 Optional Life Insurance

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

11.04 Retiree Benefits

Teachers retiring may continue their Health Care benefits and Life Insurance in the Board's Benefits Plans as outlined in Article 11.01 up to the age of 65 providing they pay to the Board in advance full premium cost. Life Insurance under this provision will be 50% of the face amount of insurance prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier.

11.05 Survivor Benefits

Spouses of deceased board employees may remain in the Board's Extended Health Care and Dental Plans for the earlier of:

- i) a period not exceeding two years; or
- ii) the first of the month following the date on which the employee would have attained age 65 if still living.

The spouse is required to remit to the board in advance the full monthly premium cost of the benefits maintained.

11.06 The Board will supply up-to-date copies of the Group Benefit master policies to District 3 OSSTF as they become available from the insurance companies.

11.07 A four-member benefit sub-committee consisting of 2 representatives of District 3 OSSTF and 2 representatives of the Board will meet upon the request of either party to review the cost and specifications of existing plans (or alternatives) and to make recommendations to the Board and teachers.

11.08 Employment Insurance Rebate

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

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave

- a) Every full-time teacher who is actively at work on the first school day in September shall be credited with twenty (20) days of sick leave. Sick leave is only to be used for illness of the teacher or for personal medical appointments that cannot be booked outside of the instructional day. Teachers who commence employment during the school year or who teach less than full-time or less than a full year shall be credited with a pro-rated number of sick days based on time worked.
- b) Teachers whose full-time or part-time status changes throughout the school year will have their sick leave credits adjusted accordingly.
- c) No sick leave credits will be credited to a teacher in any year the teacher is on a leave of absence including LTD unless otherwise covered in this Agreement. A teacher on a leave of absence for part of the school year will have his/her sick leave credits pro-rated.
- d) At the end of the school year, the unused balance of the sick leave will be credited to the teacher's sick leave account.
- e) Teachers shall accumulate sick leave to a maximum of 240 days. Those teachers who have accumulated more than 240 days as of September 1, 1998 shall have their accumulation of sick leave credits capped at the higher value. If through usage, the number of sick leave credits falls under 240, the maximum accumulation shall subsequently be capped at 240 days.
- f) Newly-hired teachers shall be credited with accumulated sick leave from their previous board to a maximum of 240 days, provided they were continuously employed in education prior to employment with the Rainbow District School Board.
- g) A statement of sick leave credits will be issued annually to each teacher no later than November 1st. Errors and omissions must be reported to Human Resources prior to December 15 of that year.

12.02 Minimum Short Term Sick Leave Guarantee

- a) Each teacher is guaranteed a paid short term sick leave for a period of up to 15 weeks from initial date of the illness. Teachers who do not have 15 weeks of accumulated sick leave credits under Article 12.01 will be paid at the rate of 66 2/3% of regular salary for the balance of such 15 week period beyond the date on which the sick leave credits expire. Short term sick leave will not be paid where the period of disability is less than 10 consecutive school days.

- b) Teachers who have exhausted their sick leave credits and who go on short term sick leave
 - i) four weeks or later, after return to active employment in the case of a new disability,

 - or

 - ii) twelve weeks or later, after return to active employment in the case of recurrent or previous disability,

will receive a salary of 66 2/3% of regular salary for a period of up to 15 weeks of absence from the date the illness began. In the case of a recurrent or previous disability, it is understood that if the teacher ultimately qualifies to receive LTD for any part of this 15 week period, that the payment of salary under this paragraph shall be repaid to the Board, since a teacher is not entitled to receive sick pay and LTD at the same time.

- c) The provisions in the paragraphs a) and b) above will continue so long as the Board's Employment Insurance premiums continue to be reduced as a result of the Board's participation in the Human Resources Development Canada (HRDC) approved plan. It is understood that if HRDC at any time discontinues the reduction of premiums to the Board under its plan, that any payment of salary for sick leave, which is not covered by sick leave credits, will no longer apply.

- 12.03 An unpaid leave will be granted for up to the remainder of the school year for teachers who run out of sick leave.
- 12.04 When a teacher is absent from duty for reasons of illness for a period of five (5) consecutive days or more, the teacher shall submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to his/her duties. Notwithstanding the above, the Board may, in its sole discretion require any teacher to submit a certificate for a period of absence less than 5 days. Where the Board requests a certificate for a period less than 5 days the Board will reimburse the teacher for any payment the teacher made to the medical practitioner for the purpose of obtaining the certificate.
- 12.05 Teachers returning from Long Term illness shall be encouraged to return at the beginning of a semester or school year. Teachers returning to work from LTD or any extended period of sick leave must submit a certificate from a qualified medical practitioner certifying the teacher's ability to return to teaching duties. Teachers returning from Long Term illness shall return to their original schools.

ARTICLE 13 - PREGNANCY AND PARENTAL LEAVE

13.01 Qualifying Employment Period for Pregnancy and Parental Leave

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

13.02 Pregnancy Leave

Pregnancy leave shall be granted in accordance with the provisions of the Employment Standards Act, if written notice is given at least 2 weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons. The pregnant teacher must give the Board a certificate from a legally qualified medical practitioner stating the expected birth date.

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

13.03 Parental Leave (including Adoption Leave)

Parental leaves shall be granted to a teacher in accordance with the Employment Standards Act. Where parental leave extends a period of pregnancy leave, the parental leave must be taken consecutive with the end of the pregnancy leave, unless the child has not come into care. In such cases, parental leave shall commence within 35 weeks of the date of birth.

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

13.04 Reinstatement following Pregnancy/Parental/Adoption Leave

A teacher who takes a leave as prescribed under 13.02 or 13.03 will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position at the same school provided the conditions of Articles 17, 18 and 19 have been met. There shall be no change to the teacher's FTE status unless by mutual consent of the teacher and the Board. A teacher returning must give at least 4 weeks written notice of the date of return.

13.05 Extensions to Parental/Adoption Leave

A teacher may request an extended parental/adoption leave of up to 2 years to coincide with the end of a semester or school year. A teacher on extended leave beyond statutory provisions may continue to participate in the benefit plans provided for in Article 11 of this Agreement by monthly pre-authorized bank withdrawal of the full cost of the relevant benefit premiums. Following the extended leave of absence, the teacher will be placed in the same school subject to the provisions of Article 17.

13.06 Employment Insurance Top-Up Benefits

A teacher who commences a pregnancy leave and who qualifies for E.I. pregnancy leave benefits, will be entitled to the following additional benefits effective the date of commencing pregnancy leave or the date the baby is born, whichever is the earlier date:

- a) The Board will pay the teacher 95% of salary during the two week EI waiting period.
- b) The board will top-up the EI amount received by the teacher to 95% of the teacher's salary for the six week period immediately following the EI waiting period.
- c) The teacher must provide the Board with verification of the approved EI claim indicating the weekly amount of EI to be paid to the teacher. On receipt of this information the Board will process a lump sum payment for the top-up benefits owing to the teacher.

- d) The payment of top-up benefits from the Board will be payable to the teacher only for those days during the two week waiting period and the six week top-up period which fall on regular school days (maximum 40 days).
- e) Within one month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either
 - i) the E.I. top-up benefit outlined above, or
 - ii) the teacher's accumulated sick leave credit to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available and has provided medical documentation of disability.

ARTICLE 14 - LEAVES OF ABSENCE

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

14.01 Jury Duty

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

14.02 Writing Examinations

For the purpose of writing a final examination toward a university degree or for a higher professional certificate, if the examination is written locally during the day, the full day of teaching time during which the examination is written will be granted without loss of pay or deduction of sick leave credit. If the examination is not written locally, but is written on a school day, two days of teaching time will be granted, on the same conditions. Where an examination is written on a weekend but not locally, one day will be granted, on the same conditions.

14.03 Convocations

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

14.04 Bereavement/Compassionate Leave

- a) (i) When a teacher is required to be absent because of the death of a member of his/her family, he/she will be granted up to five consecutive teaching days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. The five days may be split between days required for the funeral and days required for the spring interment or memorial service. Immediate family includes father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or guardian. The Board recognizes that prior notice may not be possible for this type of leave.
- (ii) A leave of absence may be granted by the Principal of a teacher for up to one (1) full day to attend the funeral of a person other than those mentioned above. The Board recognizes that prior notice may not be possible for this type of leave.
- b) A leave of absence may be granted by the Principal of a teacher for up to one (1) full day to attend the funeral of a person other than those mentioned above. The Board recognizes that prior notice may not be possible for this type of leave.
- c) A teacher shall be granted an unpaid leave for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of four (4) weeks in duration. Benefits will continue during the leave and there will be no reduction in the twenty (20) day sick leave allocation for absences covered by this clause.
- d) Family Medical Leave
A teacher shall be granted leave to care for immediate family members as provided in the Employment Standards Act.

14.05 Personal Reasons

- a) When teachers are required to be absent for personal reasons they shall be granted up to six half-days per school year, taken individually, collectively, or in combination without loss of pay. Teachers must inform their principal in writing on the Board approved form that they want to take a personal day a minimum of one week in advance except in emergency situations. Only the scheduling of these absences must be approved by the Principal. A teacher may be granted a leave when requested for family medical concerns under this clause or for the purposes of recognized religious holidays. Personal leave will not be granted on P.A. days or on the day before/after a long weekend or the day before/after a school holiday without prior approval by the Director and without reasons acceptable to the Director.
- b) For personal reasons not otherwise covered, an unpaid leave of absence for up to one week may be granted by the superintendent with one week prior

notice where possible. For extenuating circumstances, a leave may be permitted for up to one year with the approval of the Director. Where the leave is for a period exceeding one (1) month, the teacher is responsible for 100% of the cost of benefits.

14.06 Absence Without Leave

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

14.07 Quarantine

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

14.08 District 3 OSSTF Leave

- a) In consultation with the Board, District 3 OSSTF may purchase release time for teachers who are engaged in District 3 OSSTF business involving their provincial associations. If OSSTF is to be billed for costs, the replacement teachers under this article will only assume the timetable of the released teacher.
- b) Upon notification to the Board, District 3 OSSTF shall be granted up to 60 person days per school year (75 effective September 2009) of release time to tend to local District 3 OSSTF business. These 60 days are exclusive of and in addition to release time provided for below in sections c), d) and e) of this clause. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
- c) Release time for up to 8 teachers shall be granted by the Board for negotiation meetings between the parties when such meetings occur during the school day. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
- d) Release time for up to 8 teachers shall be granted by the Board for meetings when a Mediator or arbitrator is present as part of the negotiating process. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
- e) At the request of District 3 OSSTF, a member shall be granted a leave of absence of up to one school year, renewable upon request. The Board will pay the teacher(s) full salary and fringe benefits and will allow full credit for teaching experience, seniority and sick leave for such leave. District 3 OSSTF shall reimburse the Board for the cost of the teacher hired to replace

the teacher on leave of absence. Such replacement salary shall be deemed to be Category 2 minimum on the salary scale. In addition, OSSTF shall reimburse the Board for any allowances paid to the teacher who is on the leave of absence.

- f) For District 3 OSSTF members elected/selected to positions/jobs on the provincial organizations (OSSTF, OTF):

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

Leaves on a day-to-day basis will be granted at the discretion of the Board when requested by the parent organization. District 3 OSSTF shall reimburse the Board the actual cost of the occasional teacher hired for the released teacher's timetable.

Positions of responsibility of teachers on District 3 OSSTF leave will be protected for a period not exceeding the remainder of the position's term.

14.09 General Leave of Absence

A teacher who has a minimum of 2 years of continuous service will be permitted one year's leave of absence without pay or benefits. Part year or part-time leaves may also be granted. A teacher who has less than 2 years of continuous service may be granted a leave of absence for the purpose of attending an educational institution.

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

Following the year's leave of absence, the teacher will be placed in the same school, subject to the provisions of Article 17. A teacher holding a position of responsibility will return to his/her position of responsibility at the end of the leave.

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

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

14.10 Special Leave Incentive Plan (SLIP Leave)

- a) Teachers who have reached the maximum salary in his/her category are eligible for this plan.
- b) A teacher may take a full semester as a SLIP leave and will receive 10% of his/her annual salary payable on the 25th of the first month of the leave.
- c) Benefits will be maintained for teachers on leave under this plan.
- d) In order to ensure viability of programs, the Board may limit the number of leaves, per semester, per subject or per school. Such limitations shall be applied according to the seniority of the applicants. No teacher shall be entitled to this leave for more than 4 years in their career with the Board.
- e) Applications for leave under this plan shall be submitted to the Manager of Human Resources through the Principal, not later than March 31st of the preceding year.

14.11 Leave for Professional Purposes

When a teacher is required to be absent for professional purposes approved by the Board, the necessary time will be provided without loss of pay or deduction from sick leave credits. Professional purposes may include conferences and professional development.

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

ARTICLE 15 - STAFFING FORMULA

15.01 Secondary Staffing Committee

- a) The Secondary Staffing Committee shall be comprised of the Superintendent responsible for secondary staffing, the Manager of Human Resources and Labour Relations, the Manager of Finance and Teacher Employment, the OSSTF T.B.U. President or the OSSTF District 3 President, the OSSTF District 3 District Officer and the OSSTF District 3 Chief Negotiator.
- b) The Secondary Staffing Committee shall perform the following duties:
 - review the allocation of staff to the schools for regular and special needs students including modifications to the allocation required to bring the allocated staff within the maximum class size parameters in Article 22;
 - review, monitor and make recommendations regarding working conditions of teachers including on-call/supervisions;
 - review, monitor and ensure that the application of transfer, surplus, redundancy and recall procedures are properly followed;
 - establish a system for tracking the monthly utilization of on-call/supervisions.

15.02 In-School Staffing Committee

- a) By September 15th of each year the staff in each secondary school shall have an in-school staffing committee, selected by the school staff, comprised of the Staff Representative in the school and one other staff member. The Principal and Vice-Principal shall be the management representatives on the committee.
- b) The In-School Staffing Committee shall:
 - review the staff complement allocated to the school
 - discuss program needs before the principal declares vacant positions or surplus staff within the school
 - review individual teacher timetables prior to the distribution of tentative timetables in June
 - review the timetables of teaching staff by September 30th each year and forward unresolved issues to the Secondary Staffing Committee through the superintendent responsible for secondary staffing
 - the principal will, by September 30th each year, work with the in-school staffing committee to generate a teaching staff list
 - nothing precludes the principal from seeking input from other program leaders individually or as a group for determining staffing needs of the school
 - review the supervision/on-call schedule during the first week of September
 - the principal and/or designate will provide the in school staffing committee with at least 24 hours notice of meetings. This timeline may be amended by mutual agreement of the parties.

- c) Nothing precludes the Principal from seeking input from other program leaders individually or as a group for determining staffing needs of the school.

15.03 Projected Staff Requirement

- a) Regular Classroom Teachers

This formula will be used to generate staff complement for all students earning credits excluding adults, self-contained and Section 20 students. Where the term student enrolment is used in this Article it shall refer to these student populations only.

- i) Definitions:

Projected Student Enrolment (PSE) – projected student enrolment for October 31 x 0.5 + projected student enrolment for March 31 x 0.5. The March projection will be calculated using the following drop rate formula:

$(\text{October 31 enrolment current year}) - (\text{February 28 enrolment current year}) / (\text{October 31 enrolment current year})$

Average Number of Credits per Student (Average Credits) - shall be the base number of credits recognized in the legislative grants.

Average Class Size (ACS) – The ACS shall be 21.

- ii) Formula:

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

$(\text{PSE} \times \text{Average Credits}) = \text{Total Number of Student Credits}$

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

$\text{Base Number of Classes} / 6 = \text{Base Number of Teachers}$

- b) Guidance:
- The minimum number of guidance teachers shall be generated by the Legislative Grant Regulations.
- c) Adult Students:
- The number of FTE students over 21 years of age / 25 = number of teachers. These students must be integrated into existing classes or programs i.e. no special stand alone classes to be created for these students. Students used in this calculation cannot be included in 15.03 a) i) and ii) above.
- d) Dual Credits
- A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class-size regulations.
- e) Special Education:
- The Board shall determine the number of teachers assigned to self-contained programs, special education resource positions and section 20 programs.
- f) Cecil Facer:
- The teaching staff complement of the Educational Program at the Cecil Facer Secondary School shall be the number approved and funded by the Ministry of Education in each school year.
- g) Holdback:
- Up to 1.5% of the projected staff requirement generated by the above shall be held back from a school's allocation. Principals will timetable without including the staff allocation which has been held back. By October 15th the Superintendent responsible for secondary staffing will, with input from the Secondary Staffing Committee, determine what percentage, if any, of the holdback will be allocated to the schools in each of the two semesters depending on enrolment fluctuations and to meet the maximum class size requirements. Additional staff out of the holdback may be allocated through the year if circumstances change.
- h) The allocation to any school which is less than three sections may be re-assigned by the Board to the system. The total staff allocated to the system including any holdback will equal the total number generated by the formula.

ARTICLE 16 - SENIORITY LIST

- 16.01 a) For the purposes of transfer, redundancy and recall, the Board will prepare a list of all secondary school teachers ranked according to seniority as defined below and will provide copies of the list to District 3 OSSTF and to each secondary school. Such a list will be distributed by the last teaching day in November. An updated teacher seniority list shall be distributed to the schools by April 15.

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

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

- b) "Seniority" shall be defined as the length of continuous employment as a teacher, other than as an occasional teacher in the secondary panel of the Board or its predecessor Boards from the first date worked.
- c) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher is on an approved leave of absence; is in receipt of sick leave, LTD or Workplace Safety and Insurance benefits; is redundant and continues to retain recall rights.
- d) Where seniority, as defined in b) is equal, the placement of the teachers on the seniority list will be determined, at the time the teacher is hired, by the following factors in order:
- i) total experience as a teacher with the Board and its predecessors in the secondary panel, including any periods as a long term occasional teacher in the secondary panel; then
 - ii) total experience as a teacher with the Board and its predecessors in both the secondary and elementary panels, including any periods as a long term occasional teacher in the secondary or elementary panel; then
 - iii) total teaching experience recognized for salary purposes; then
 - iv) by lot conducted jointly by the parties.
- e) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.

- f) Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board by the teacher within 20 school days of placement on the list or the list shall be deemed correct. Any errors brought to the Board within the specified timelines which are not resolved will be subject to the grievance procedure.

ARTICLE 17 - TRANSFER, SURPLUS AND REDUNDANCY

17.01 Geographic Regions

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

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

17.02 Board Initiated Transfers between Geographic Regions

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

17.03 Definition of Redundancy

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

The number of teachers to be declared redundant shall be determined as follows:

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

WHERE:

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

The Board may increase "R" the number of teachers to be declared redundant as generated by the above formula due to the fact that some teachers who, because of

seniority would be declared redundant but who will, because of their qualifications, be required to remain in order to maintain the viability of the secondary program. This will be done only with the approval of the Secondary Staffing Committee.

17.04 Declaration of Redundancy

- a) By May 1 or the last school day preceding, The Board shall determine the number of and names of, teachers to be declared redundant. Teachers so declared shall be informed by the same date in writing. At the teacher's request the Board will provide him/her with a letter of reference outlining the fact that the possible termination of this teacher's employment is due solely to redundancy and the person's seniority. The teacher shall also be informed of the provisions of this contract which might lead to his/her re-employment. The Secondary Staffing Committee of the District 3 OSSTF will be kept fully informed of all decisions made under the provisions of this Article. The Director or his/her designate will discuss the development of the Redundancy List and Surplus List and advise the secondary staffing committee of the initial lists and subsequent revisions to these lists.
- b) When a position of responsibility is vacated due to redundancy, such position shall be filled on a provisional basis until it is established that the redundant Program Leader will not have a position in the same school in the following school year. If the redundant Program Leader is recalled prior to the start of the school year, he/she will be reinstated to his/her original position.

17.05 Definition of Surplus

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

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

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

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

17.06 Surplus to School

By May 1 or the last school day preceding, but following the declaration of initial redundancy, teachers shall be declared surplus to their school and placed on the

Surplus List. The Secondary Staffing Committee will be provided with a copy of the surplus list. Those teachers declared surplus will be informed by the Principal(s) in a personal interview and given in writing:

- a) a copy of the first posting;
- b) on the request of the teacher, the reasons for the teacher being declared surplus;
- c) on the request of the teacher, an assessment of his or her work in the school, which the teacher may use as a letter of reference in applying for another position in or out of the system;
- d) after a teacher has been declared surplus, he/she has exclusive rebound rights in accordance with Article 17.09 to any posted position in the original school for which he/she is qualified until August 31st of the year he/she was declared surplus.

17.07 Posting of Positions

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

17.08 Placement of Surplus Teachers

- a) On May 25th, or the Friday preceding May 25th, a meeting will be convened of the Principal(s), Administrative Staff and representative(s) of District 3 OSSTF, at which, remaining surplus teachers will, where possible, be placed.
- b) Vacancies that occur between the last posting and the May 25th meeting will be filled without postings by teachers on the Surplus List at the May 25th meeting.
- c) Positions remaining vacant at the May 25th meeting shall be examined to see whether in the opinion of the Board, a position suitable for someone on the Surplus List can be made by some internal adjustment in the school.
- d) Teachers remaining on the Surplus List will be offered the position of the least senior teacher in the system who has a timetable for the upcoming year which the teacher on the Surplus List is at least equally qualified to assume (provided the surplus teacher is more senior). Any teacher so displaced will be added to the Surplus List. The teacher may decline the position if it involves a move from one geographic region to another and will remain on the Surplus List.

- e) At the May 25th meeting, teachers remaining on the surplus list who have not been placed shall be added to the redundancy list and declared redundant. Principals will verbally advise the newly redundant teachers on the next regular school day following the meeting. The teacher will be advised in writing prior to the end of the month.

17.09 Rebound Rights

A teacher who has rebound rights triggered either under Article 17.06 or Article 19.03 may rebound either by applying to a posting for which they are qualified or by being offered rebound to a posting for which they are qualified. A teacher with rebound rights to a position will be offered the job without an interview. Where more than one teacher with rebound rights to a school applies to a posted position for which the teacher is qualified, the most senior teacher will be offered the job without an interview.

ARTICLE 18 - RIGHT OF RECALL

- 18.01 Teachers who are declared redundant to the requirements of the Board in accordance with Article 17 (Transfer, Surplus and Redundancy) shall be added to the Recall List, in order of seniority, and shall have preferential rights for regular employment for a period of three (3) years. The Recall List shall become operative on May 25.
- 18.02 It shall be the responsibility of the teachers on the recall list to ensure that Human Resources has a current address and telephone number and to notify Human Resources of their availability for recall including forwarding address and phone number in case of absence from their regular residence. Failure to comply with this Article will result in the teacher's name being bypassed for recall.
- 18.03 All posted positions after the May 25 meeting are open to incumbent teachers and to those on the recall list. There will be a deemed application from the senior qualified teacher on the recall list.
- 18.04
 - a) When positions are offered to teachers who have recall rights and are qualified for the posted positions, the offer will be made on the basis of seniority only.
 - b) Teachers who are qualified according to their certificate of qualification, or who will become qualified by the date the teaching position commences, shall be treated equally from the date copies of registration documents and tuition fee receipts are received in Human Resources.
 - c) A teacher who is recalled and who fails to qualify by the date the position commences shall forfeit the position, be declared redundant and have his/her name returned to the recall list.
 - d) Acceptance or rejection of positions shall be confirmed in writing by the teacher to the Principal.

18.05 Teachers who are recalled and who refuse positions for the following reasons shall remain on the recall list for the prescribed period:

- a) Sickness (with a doctors note)
- b) Accident
- c) Pregnancy/Parental Leave
- d) Employment elsewhere already committed , and
- e) Special problems approved by the Board after consultation with the District 3 OSSTF Representatives.

18.06 A teacher who refuses recall to a position in one semester only that is less than full time shall not lose recall rights. A teacher who refuses recall to a position for the school year that is half time or less shall not lose recall rights.

18.07 Teachers with recall rights who are hired to replace regular teachers shall be hired as an occasional teacher and their recall rights remain in effect for the original recall period of three (3) years.

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

ARTICLE 19 - REDEPLOYMENT OF STAFF DUE TO CLOSING OF SCHOOLS

19.01 The Board will advise District 3 OSSTF not later than March 31st that a secondary school(s) will be closed effective August 31st of that calendar year.

19.02 All staff at the closed school will be declared surplus or redundant in accordance with Article 17 (Transfer, Surplus and Redundancy).

19.03 Teachers in closed schools will have rebound rights in accordance with Article 17.09 to one posted position for which he/she is qualified in a school receiving 25% or more of the students from the closing school. Rebound rights will be determined by May 15.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Definitions

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
 - i) District 3 OSSTF
 - ii) The Board
- c) "days" shall mean teacher work days unless otherwise indicated.

20.02 A teacher shall have the right to have present a representative from District 3 OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

20.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 3 OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

1) Step One

District 3 OSSTF may initiate a written grievance with the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of District 3 OSSTF.

b) Step Two

If no settlement is reached at Step One, District 3 OSSTF, may, within ten (10) days of receipt of the written reply of the Director or designate, refer the matter

to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the District 3 OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 3 OSSTF to discuss and endeavour to solve the problem.

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

If the reply of the Board's Grievance Committee is unacceptable to District 3 OSSTF, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

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

20.04 Policy and Group Grievance

District 3 OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of District 3 OSSTF and at Step Two, the Board's Grievance Committee shall present its grievance to District 3 OSSTF's Grievance Committee.

20.05 Arbitration

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

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

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

Agreement.

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

20.06 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by fax or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.

20.07 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

20.08 Should the processing or investigation of a grievance require that a grievor or one District 3 OSSTF representative be released from regular duties, as provided for under Article 14.08(b), they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Manager of Labour Relations.

20.09 Cost of Arbitration

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

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

20.10 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The cost of the mediator shall be shared equally between the parties.

ARTICLE 21 – TEACHER PERFORMANCE APPRAISAL

21.01 The Board will consult with District 3 OSSTF in the development of, and prior to making changes to, the board's policies and procedures regarding teacher performance appraisals.

21.02 The Board will notify District 3 OSSTF when a teacher receives an unsatisfactory rating.

21.03 District 3 OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal is completed.

ARTICLE 22 - CONDITIONS OF WORK

22.01 General Conditions of Work

- a) Each full-time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent. Nothing in this agreement negates the responsibility of teachers to contribute to a safe school environment.
- i) Off-Site Alternative Education Teachers and Cooperative Education Teachers will be assigned Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent
- 2008-2009 (66 half periods)
 - 2009-2010 (60 half periods)
 - 2010-2011 (56 half periods)
 - 2011-2012 (53 half periods)
- ii) Program Leaders will be assigned up to the following Alternative Professional Assignments comprised of Teacher mentoring based on seventy-five (75) minute periods or equivalent:
- 2008-2009 (23 half periods)
 - 2009-2010 (30 half periods)
 - 2010-2011 (28 half periods)
 - 2011-2012 (26 half periods)
- iii) All other Teachers may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:
- 2008-2009 (66 half periods)
 - 2009-2010 (60 half periods)
 - 2010-2011 (56 half periods)
 - 2011-2012 (53 half periods)

22.02 Students timetabled with a special education teacher shall only be exceptional students. Students who have not been identified as exceptional by an IPRC will only be placed with a special education teacher with the approval of the Superintendent responsible Special Education Programs and Services.

- 22.03 Unassigned time shall be available to the teacher for preparation and marking.
- 22.04 Principals will make every effort to assign on-call/supervisions equitably.
- 22.05 Every full-time teacher will have 40 consecutive minutes for lunch free from teaching and non-teaching duties to be scheduled anytime from the start of the period immediately preceding the lunch period to the end of the period immediately following the lunch period.
- 22.06 The following shall be the class size maxima and shall not be exceeded:

	Current	Sept 2009	Sept 2010
Academic Grade 9 & 10	32	32	32
Applied Grade 9 & 10	23	23	23
Essential (Locally Developed Compulsory)	18	18	18
College	30	30	30
College/University	34	34	32
University	34	34	32
Workplace	25	25	25
Technical - Constructions, Manufacturing, Transportation	24	23	22
Cooperative Education	24	26	26
Open Level Classes			
- Grade 9 and 10	28	26	26
- Civics/Career Studies	28	25	25
- Grade 11 and 12	30	28	28
- Music/ Phys Ed/ Drama/ Dance		30	30

Up to 10% of these open level classes in each school, in each semester, may exceed the class size maximum by up to one student. Where, for program need e.g. band, drama, a teacher requests that an open level class be allowed to exceed either the class size maximum or the 10% limit, the request will be reviewed by the secondary staffing committee by May 31st.

Peer helpers are not part of the class size count for purpose of maximum class size calculations.

- With the exception of the Cooperative Education courses, if a class can be classified in more than one category, the category with the lowest class size shall be applicable.

- Full Time teachers of Cooperative Education shall be timetabled with three periods per semester. The fourth period shall be used for student mentoring in accordance with Article 22.01 a) i).
- Cooperative Education teachers will be allocated teaching assignments in multiples of two (2).
- Computers/Information Technology class sizes shall not exceed the number of workstations in any given classroom.
- The class size maximum of a multi-level or multi-grade class shall be the lowest class size.
- Class sizes not specified here will be referred to the Secondary Staffing Committee for a determination.
- The Principal and/or designate and the ISC in each school shall identify any discrepancies between actual class sizes and the class size maxima by the last Friday in September.
- By the first Friday in October any class sizes that exceed the maxima shall be reviewed by the Secondary Staffing Committee. The Secondary Staffing Committee shall make any necessary adjustments or determine any necessary exceptions. For second semester, the process will be completed by last Friday in February.
- The Secondary Staffing Committee will annually review the timelines.

22.07 Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.

22.08 A teacher shall not be assigned more than one half-period of on calls or supervisions-in a day unless by mutual consent.

ARTICLE 23 - TEACHING ASSIGNMENT

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

ARTICLE 24 - RETIREMENT

24.01 Teachers must advise the Board prior to March 31st of their intention to retire at the end of that school year and prior to November 30th of their intention to retire at the end of semester one. For the 2008/09 school year only, the date for notifying the Board will be April 15, 2009.

24.02 Retirement Gratuity

a) Teachers Hired Prior to December 16, 1998

Teachers entitled to a retirement gratuity in the Letter of Agreement dated December 16, 1998 shall be paid in accordance with said agreement.

b) Teachers Hired After December 16, 1998

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

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

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

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

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

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

24.03 a) Teachers who retire from the teaching profession (other than for the purpose of occasional teaching) and who elect to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the *Teachers' Pension Act* will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity if their date of retirement is within two years of the date they would have qualified to receive a monthly pension from the Teachers' Pension plan.

b) Teachers who elect this option must provide the Board with proof from the Teachers' Pension Plan that their retirement date is within two years of the date they would have qualified to receive a monthly pension and proof that they have

applied for a commuted value transfer of funds.

ARTICLE 25 - GENERAL

25.01 As soon as possible, after ratification of the Agreement, each member of District 3 OSSTF shall receive a copy of this Agreement. A further 50 copies will be supplied to District 3 OSSTF. The cost of reproduction will be shared equally by the parties.

25.02 Application Forms

Copies of the application forms for the various types of Leave Plans are available upon request at the Board office, the District 3 OSSTF office and each secondary school.

ARTICLE 26 – CRIMINAL BACKGROUND CHECKS

26.01 For newly hired teachers, the Board will require the least intrusive criminal check which will meet the requirements of the applicable legislation.

26.02 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contain a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and/or designate(s).

26.03 Notwithstanding a legal obligation to release information, the Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the teacher except for the purpose of recommending disciplinary action against the teacher.


26.04 Notwithstanding a legal obligation to release information, the Board shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law unless the Board recommends disciplinary action against the teacher based on the information obtained.

26.05 District 3 OSSTF may grieve any disciplinary action taken against a teacher based on or related to the information that the teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

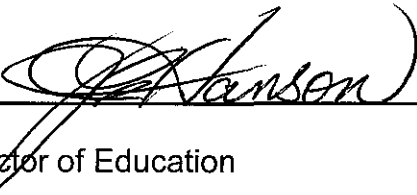
IN WITNESS HEREOF: The parties hereto have set their hands and seals this 20th day of January, 2009.

SIGNED ON BEHALF OF:

RAINBOW DISTRICT SCHOOL BOARD



Chair



Director of Education

SIGNED ON BEHALF OF:

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION









LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and


ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 3

Subject: E-learning

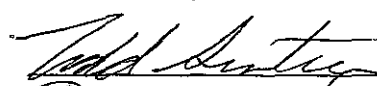
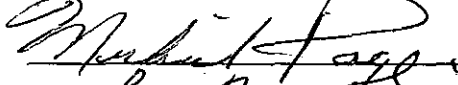

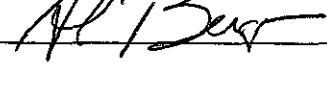
For the life of the 2008-2012 collective agreement E-learning courses will comply with class size maximums.

Dated at Sudbury, Ontario this 9th day of January 2009.

For Rainbow District School Board:



For OSSTF, District 3:

LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and


ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 3

Subject: RRSP Contribution Plan

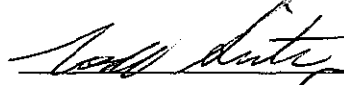
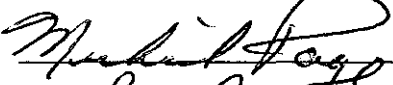
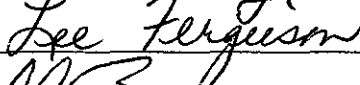

The parties agree to investigate the feasibility of establishing an RRSP contribution plan as an alternative to retirement gratuities and will meet prior to the expiration of the 2008-2012 collective agreement to review the existing plans in place at other boards.

Dated at Sudbury, Ontario this 9th day of January 2009.

For Rainbow District School Board:



For OSSTF, District 3:

LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF),
DISTRICT 3**

Subject: CONTINUING EDUCATION TEACHERS


1. The following outlines all terms and conditions that apply to continuing education teachers employed by Rainbow District School Board as agreed to by the parties:
2. Continuing Education teachers will be paid the following hourly rate per hour for all hours of instruction, subject to all mandatory payroll deductions:

September 1, 2008	\$33.68
September 1, 2009	\$34.69
September 1, 2010	\$35.73
September 1, 2011	\$36.80

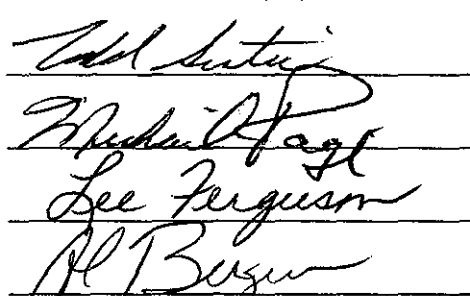
3. The employment of a continuing education teacher may be terminated with one day's notice should the enrolment in the course being taught not be sufficient in the Board's opinion to run the course or if the Board decides not to offer the course.
4. Continuing Education teachers shall have the right to grieve in accordance with Article 20.
5. A list of teachers teaching in the Continuing Education program will be maintained.
6. Continuing Education teachers will not be covered by any other Articles of the collective agreement other than this letter of agreement

Date at Sudbury this 9th day of January, 2009.

For Rainbow District School Board,



For OSSTF District 3,



LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 3

Subject: Article 22.01 a) ii)

Due to an error in the printing of the collective agreement, the parties agree to amend Article 22.01 a) ii) as was agreed in the Memorandum of Settlement:

Program Leaders will be assigned up to the following Alternative Professional Assignments comprised of **on-calls/supervisions** based on seventy-five (75) minute periods or equivalent:

2008-09 (23 half periods)

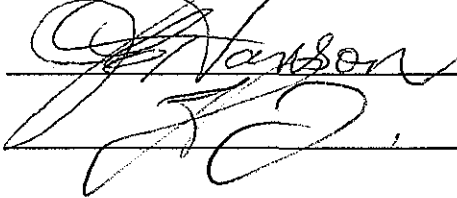
2009-10 (30 half periods)

2010-2011 (28 half periods)

2011-2012 (26 half periods)

Dated at Sudbury, Ontario this 24th day of February 2009.

For Rainbow District School Board:



For OSSTF, District 3:

