

COLLECTIVE AGREEMENT

BETWEEN

THE RAINY RIVER DISTRICT SCHOOL BOARD

(Hereinafter called the Board)

AND

**THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION**

(Hereinafter called the OSSTF or Union)

Representing

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

SEPTEMBER 1, 2014 - AUGUST 31, 2017

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

C2.3 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.

- vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.

- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
- i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.
- c) Status quo to be determined.

C7.5 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g)

to j)), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to

ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDL. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDL.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDL will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - a. Near North District School Board
 - b. Avon Maitland District School Board
 - c. Hamilton-Wentworth District School Board
 - d. Huron Perth Catholic District School Board
 - e. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
--------------------------------	--

Date of Assessment: dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.
--

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF – PART B

Article L1.00 PURPOSE

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

Article L2.00 AMENDMENTS

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

Article L3.00 RECOGNITION

L3.01.01 The Board recognizes OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as teachers, excluding Occasional Teachers, including teachers with Letters of Permission and Continuing Education Teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time, in accordance with the Education Act.

L3.01.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

L3.01.03 Each Party recognizes the right of the other Party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

L3.02.01 The Union has all rights which are specified in this Agreement and retains all rights granted by law.

(a) The Board recognizes the right of the Union to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the teacher that he/she has the right to have a Union representative present. If the teacher elects to have Union representation, no discussion of the issue will take place until the Union representative is present in a timely fashion.

- (b) At the teacher's request to the Manager of Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file 2 years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions of four days or greater, and those related to harassment or violence, physical, emotional or psychological harm to students or other employees of the Board, will remain in a teacher's file.

- L3.02.02 The Board retains all rights except as those rights are limited by this Agreement.

L3.03 Education Act and Regulations

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

- L3.03.01 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit.
- L3.03.02 The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date of change.
- L3.03.03 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3, no later than the end of the month following the date on which the deductions were made.
- L3.03.04 Such remittance shall be accompanied by a list identifying the teachers, their Social Insurance Numbers (SIN), annual salary and the amounts deducted.
- L3.03.05 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF District 5B, Rainy River District Bargaining Unit no later than the end of the month following the date on which the deductions were made.
- L3.03.06 Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Numbers, annual salary and the amounts deducted.

- L3.03.07 The OSSTF and/or the Bargaining Unit, as the case may be, 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 the OSSTF and/or the Bargaining Unit.
- L3.03.08 The Bargaining Unit agrees to execute such directions as may be necessary to authorize such deductions.
- L3.04 The Board agrees to notify in writing and seek input from the Bargaining Unit prior to making changes to or finalizing any policies which directly affect Teacher evaluations or working conditions.
- L3.05 Teacher evaluations shall be conducted according to evaluation procedures established by Board Policy as amended from time to time. No member of the Bargaining Unit shall evaluate another Bargaining Unit member.

Article L4.00 DEFINITIONS

- L4.01 Teacher shall have the same meaning as in the Education Act.
- L4.02 Experience
Experience shall mean experience in teaching or in business or a related field which is deemed acceptable by the Board as established at the time of hiring.
- L4.03 Category
Category shall mean the four category systems as per the Ontario Secondary School Teachers' Federation Certification Plan as of September 1, 1992.
- L4.04 Part-Time Teacher
A Part-Time Teacher shall mean a Teacher who is employed by the Board on a regular basis for other than full-time duty. Salary and Employee Benefits shall be pro-rated for part-time Teachers.
- L4.05 Job Sharing Teachers
Job Sharing shall be when a teaching assignment is shared by more than one part-time teacher.
- L4.06 Employee Benefits
Employee Benefits shall mean Group Term Life Insurance, Dental Plan, Extended Health Care, Vision Care and Semi-Private Coverage.
- L4.07 Allowance
Allowance shall mean a sum which is paid in addition to grid salary for additions qualifications or responsibilities.

- L4.08 Panel
Fort Frances High School (including TLC, UNFC and the Alternative Education Program), Rainy River High School (including Sturgeon Creek Alternative Program and the Alternative Education Program) and Atikokan High School (including the Alternative Education Program).

Article L5.00 GRID PLACEMENT

- L5.01 A Teacher shall provide the Board with written proof of qualifications (current OSSTF Certification Plan) for a higher salary category.

- L5.02 If proof is submitted that the Teacher was so qualified prior to the first day of the school year, the Teacher's salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, and receipt of the proof of qualifications is received by August 31st, the Teacher's salary shall be adjusted effective to the date of completion of the course.

- L5.03 The Teacher shall provide documentary proof of the following upon entering employment:
1. Teacher certification
 2. Teaching experience
 3. Related experience
 4. Category rating
 5. Post graduate degrees and/or specialist's certificates
 6. Accumulated sick leave
- This article may not apply to Teachers on a Letter of Permission.

L5.04 Related Experience

- L5.04.01 An allowance for trade or business experience shall be paid to a Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.
- L5.04.02 For Teachers employed as of September 1, 2000, any recognized related trade or business experience shall continue.
- L5.04.03 Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized to a maximum of eleven (11) years for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.

- L5.04.04 Years of related experience will be equated to qualified teaching experience on a two-to-one basis to a maximum of six (6) years on the grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.
- L5.04.05 The years recognized for related experience will be added to the years recognized for base experience.
- L5.04.06 A documented request for related experience allowance must be presented to the Director or Designate by May 31 in order for the salary adjustment to be retroactive to September 1 of that school year.

Article L6.00 SALARY GRIDS

L6.01 Salary Grids

Basic Salary Grid - Qualified Teachers

Effective First School Day in the School Year

September 1, 2014	Category			
Years Exp.	A1	A2	A3	A4
0	46,830	50,105	56,350	61,073
1	49,908	53,177	59,427	64,149
2	52,986	56,259	62,506	67,227
3	56,065	59,335	65,587	70,303
4	59,143	62,411	68,665	73,381
5	62,220	65,492	71,741	76,461
6	65,303	68,567	74,823	79,538
7	68,382	71,649	77,901	82,617
8	71,460	74,728	80,979	85,693
9	74,537	77,805	84,058	88,774
10	77,617	80,883	87,134	91,853
11	80,695	83,964	90,214	94,931

September 1, 2016	Category			
Years Exp.	A1	A2	A3	A4
0	47,298	50,606	56,914	61,684
1	50,407	53,709	60,021	64,790
2	53,516	56,822	63,131	67,899
3	56,626	59,928	66,243	71,006
4	59,734	63,035	69,352	74,115
5	62,842	66,147	72,458	77,226
6	65,956	69,253	75,571	80,333
7	69,066	72,365	78,680	83,443
8	72,175	75,475	81,789	86,550
9	75,282	78,583	84,899	89,662
10	78,393	81,692	88,005	92,772
11	81,502	84,804	91,116	95,880

January 27, 2017	Category			
Years Exp.	A1	A2	A3	A4
0	47,535	50,859	57,198	61,992
1	50,659	53,977	60,321	65,114
2	53,783	57,106	63,447	68,239
3	56,909	60,228	66,574	71,361
4	60,033	63,350	69,698	74,485
5	63,156	66,478	72,821	77,612
6	66,286	69,599	75,949	80,735
7	69,411	72,727	79,073	83,860
8	72,535	75,853	82,198	86,983
9	75,659	78,976	85,323	90,110
10	78,785	82,100	88,445	93,235
11	81,909	85,228	91,572	96,360

L6.02 Approved teaching experience will be calculated on September 1 of every year for purposes of placement on the salary grid. Approved teaching experience, exclusive of supply teaching, shall be totalled in months and divided by 10 to determine the number of years and any remainder of 5 or more months shall be rounded up to the next year. Effective September 1, 2005, teaching experience will include long-term occasional teaching experience performed after January 1, 1998. It shall be the responsibility of the Teacher to provide the Board with all relevant statements of teaching experience.

L6.03 Allowance for Post Graduate Degree

The Board shall pay an allowance of \$900 per annum for one Master's Degree from an Ontario University, or equivalent degree as recommended by the College of Education, University of Toronto, or one specialist's certificate, if it is not used in the evaluation for category placement.

L6.04 Method of Salary Payment

Annual salary shall be paid according to the following plan:

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

L6.04.01 A Teacher working one semester only shall be paid his/her salary in the semester on the regular pay dates. Any outstanding pay shall be paid on the last day worked.

L6.04.02 The Board will consult a Teacher with respect to the repayment of any overpayment of salary and will endeavour to arrive at a mutually acceptable repayment schedule.

L6.05 Professional Development Subsidy

The Board agrees to pay a professional development subsidy to Teachers. The amount of the subsidy and the number of Teachers receiving such subsidy is to be set by Board Policy 3.50 as amended from time to time. The Board will consult with the union if there are amendments to Board Policy 3.50.

L6.06 Salary and Board Benefits will be pro-rated for part-time teachers in accordance with Appendix G.

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

- i) retire during the school year
- ii) take a sick leave under article C9.00/L9.06
- iii) take a Pregnancy/Parental Leave, Article L8.01.05.01

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

L6.07 Teacher's salary payments shall be made by direct deposit to a financial institution of each Teacher's choice.

L6.08 Board-wide Consultant/Coordinator Allowance

- a. Effective September 1, 2014, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6225. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3113.
- b. Effective September 1, 2016, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6287. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3144.
- c. Effective January 27, 2017, the maximum allowance for a full time Board-wide Consultant and Board-wide Coordinator will be \$6319. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Consultant/ Coordinator will be \$3160.

L6.09 Hours of work for EI

For the purposes of reporting work hours for Employment Insurance, the employer shall record each full day of work as 8 hours worked.

Article L7.00 PART-TIME TEACHING AND JOB SHARING

L7.01 A Teacher seeking part-time teaching or job sharing shall submit to the Director or Designate, through the Principal, an application not later than January 31 of the preceding school year. Applications for such assignments which are made after the due date may be considered by the Board, and may be accepted or denied at the Board's sole discretion.

L7.02 The Director or Designate will forward the application, along with his/her recommendation, to the Board for their approval.

L7.03 The applicant will be advised of the Board's decision on or before April 30.

L7.04 Subject to L6.04.01, a part-time Teacher will have his/her salary annualized on his/her FTE for the school year. Upon returning to full-time or continuing in the plan for another year, the Teacher will have his/her increment pro-rated for each year on the plan. The Teacher shall have his/her salary, Employee Benefits and sick leave credits pro-rated in accordance with Appendix G. Upon returning to full-time or continuing in the plan for another year, the Teacher will have his/her increment pro-rated for each year on the plan.

L7.05 A Teacher will accumulate a full year's credit on the seniority list for each year that he/she is a participant in the plan, up to a maximum of two (2) years. After

two (2) years, seniority will be on pro-rata basis. However, effective September 2005, a Teacher will accumulate a full year of credit on the seniority list for each year that he/she is a participant in the plan.

- L7.06 A Teacher who participates in either plan shall automatically revert to a full-time Teacher after one year unless application is made to continue in the plan.
- L7.07 On return to full-time teaching, the Teacher shall be assigned to the Teacher's same position or any other position mutually consented to by the Teacher and the Board.
- L7.08 Any Teacher hired for less than full time shall be offered a full time position for which the Teacher is qualified, if it is available, for the next semester. Here, qualified Teacher shall be as defined in the Education Act and Regulations.
- L7.09 If the Teacher opts not to accept the position, the Teacher shall write a letter to the Director and to the OSSTF District President informing them of the decision.
- L7.10 If the Teacher wishes to remain as a Part-Time Teacher in the next school year, the Teacher must apply for the Part-Time Leave and/or Job Sharing as per the Collective Agreement.

Article L8.00 LEAVE AND RETIREMENT PLANS

L8.01 Board Administered Plans

L8.01.01 Alternate Leave Plans

L8.01.01.01 Teachers and the Board are encouraged to take advantage of, and participate in, such opportunities as are afforded by Teacher exchange leaves, Department of National Defence and secondments requested by an organization other than the Board.

L8.01.01.02 Effective September 1, 2004, a Teacher will accumulate a full year's credit on the seniority list for each year he/she participates in such leaves or exchanges.

L8.01.02 Leave of Absence

Teachers desiring a Leave of Absence of not more than two years for reasons other than those stated in the contract must have the permission of the Board. If the Board grants this leave, it shall be at the Teacher's own expense. The Director or Designate shall recommend the number of Teachers allowed this leave in any one

(1) year. At the request of the Teacher, the Board will send a letter to the Ontario Teacher's Pension Plan Board verifying the leave.

L8.01.02.01 The Teacher who is granted such a leave shall not lose or gain seniority while on this leave.

L8.01.02.02 The Teacher on a leave of absence may not accept a permanent contract of employment with another Board either during the leave or on its conclusion unless the Board has accepted the Teacher's resignation. This does not preclude the member from working as an Occasional Teacher for another Board.

L8.01.02.03 A Teacher on leave without pay who is eligible and wishes to continue participating in the Teachers' Pension Plan is responsible for making his/her own arrangements directly with the Ontario Teacher's Pension Plan Board.

L8.01.02.04 Applications for either L8.01.01 or L8.01.02 above shall be received by the Principal by January 31 and forwarded by the Director or Designate to the Board by February 7. The Board shall notify all applicants by March 31 of the year of application whether the Board granted the request.

L8.01.02.05 Subject to the insurance carrier's approval, if the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.

L8.01.03 Bereavement Leave

L8.01.03.01 Leave for the day of death will be granted without loss of pay and Board Administered Benefits. Bereavement Leave of up to seven (7) consecutive calendar days commencing the day after death, without loss of pay and Board Administered Benefits, shall be granted for bereavement in the family. However, where there is a subsequent memorial service that takes place on an

instructional day, one or more days may be used for that purpose, to a combined maximum of 5 (five) instructional days.

L8.01.03.02 Family means spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Spouse shall include a common-law or same sex partner with whom the Teacher resides.

L8.01.03.03 At the discretion of the Director or Designate, additional Bereavement Leave may be granted.

L8.01.03.04 Bereavement Leave for the death of a close friend or relative not mentioned above may be granted at the discretion of the Director or Designate with no loss of pay and Board Administered Benefits. The Director may name a principal as designate.

L8.01.04 Compassionate Leave

Two days per year shall be granted without loss of pay or Board Administered Benefits for a Teacher to attend to an emergency family situation. At the sole discretion of the Principal, additional leave may be granted. The duration of the additional leave shall be agreed upon by the Teacher and the Director or Designate. Teachers must exhaust personal leave days (L8.01.06) prior to requesting compassionate leave.

L8.01.05 Pregnancy and Parental Leave

L8.01.05.01 Pregnancy and Parental Leave shall be granted in accordance with Employment Standards Act 2000, as amended.

L8.01.05.02 Parental Leave may be extended by mutual agreement of the Board and the Teacher.

L8.01.05.03 A Teacher on Pregnancy or Parental Leave is considered to be under contract to the Board and may not accept a contract of employment with another Board, either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.

L8.01.05.04 A Teacher on Pregnancy or Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:

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

L8.01.05.05

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deductions from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L8.01.05.06 Following the Teacher's return to duty and subject to Article L13, Redundancy, then if eligible, the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, equivalent position to that which he/she held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board.

L8.01.06 Personal Leave

- L8.01.06.01 A Teacher teaching full-time with the Board will be eligible for one (1) personal day. A Teacher teaching full-time with the Board who has completed six (6) or more years of service with the Board at the start of the school year, will be eligible for a second personal day.
- L8.01.06.02 A Teacher teaching part-time, will be eligible for the personal days in L8.01.06.01 above, prorated to the Teacher's FTE for the school year.
- L8.01.06.03 A Teacher participating in extra-curricular activities that involve more than fifty (50) hours shall be entitled to one (1) extra personal leave day. This day must be taken in the school year in which it was earned or in the first semester of the next school year and by mutual agreement of the Teacher and Principal. The Teacher shall be responsible for keeping a record of the dates and hours spent in extra-curricular activities and submitting this record to the Principal on a monthly basis.
- L8.01.06.04 Where possible, a Teacher should give at least three (3) days notice of request.
- L8.01.06.06 Assignments are to be left by the Teacher going on a Personal Leave day unless the leave is being requested under an emergency situation.
- L8.01.06.07 A Teacher may use only two (2) consecutive school days for any personal leave under this article.
- L8.01.06.08 Personal Leave days are not cumulative from year to year.
- L8.01.06.09 The Board reserves the right to limit Personal Leaves to one (1) for Rainy River High School, two (2) for Atikokan High School, and five (5) for Fort Frances High School for the same day.
- L8.01.06.10 Requests will be honoured on a first-come, first-serve basis except in cases of emergency; therefore, Teachers are encouraged to make requests for this Leave as far in advance as practicable (no need to give a statement as to the reasons for the leave, merely a

request for the day).

L8.01.06.11 At the discretion of the Director or Designate, more Personal Leave days or more consecutive Personal Leave days may be granted.

L8.01.06.12 A teacher shall be entitled to one additional personal leave day per year pro-rated for part-time Teachers. The Teacher shall reimburse the board for such day at the full cost of an occasional teacher. This day will not be deducted from accumulated sick leave. It is agreed that an occasional teacher will be hired to replace the teacher taking this additional personal leave day. The Teacher is not required to use this day to access Compassionate Leave.

L8.01.07 Family Medical Leave will be granted in accordance with the Employment Standards Act. Family Medical Leave (as outlined in the Employment Standards act) is available to provide care or support to a spouse, parent or child where that individual has a serious medical condition with a significant risk of death.

L8.01.08 A Teacher shall be granted a leave of absence from duty with pay and no loss of sick leave credits by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the Teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

L8.02 Leave Committee and General Guidelines

The following clauses shall apply to all leaves administered by the Leave Committee in Article L8.03, except where noted otherwise.

L8.02.01 Composition of the Committee

L8.02.01.01 The Leave Committee shall consist of three (3) members appointed by the Union, three (3) members appointed by the Rainy River District School Board, and the Director or Designate, who will act as secretary to the Committee, receive applications for leave and will be a non-voting member.

L8.02.01.02 A member of the Committee appointed by the Teachers and a member of the Committee appointed by the Board, excluding the Director or Designate, shall act alternately, on an annual basis, as Chair and Vice-Chair.

L8.02.01.03 The Union and the Board may appoint alternates for the Leave Committee members.

L8.02.02 Duties of the Committee

L8.02.02.01 The Committee will evaluate applications for leave based on the criteria established.

L8.02.02.02 The Leave Committee shall, after reviewing all applications submitted, interview applicants, approve or reject such application, and then, report to the Board the names of candidates for Leave.

L8.02.02.03 The final selection of Leave shall be made by the Leave Committee and any decision reached must be supported by at least five (5) members of the Committee and have the final approval of the Board.

L8.02.02.04 A written explanation outlining the reasons for rejection shall be provided by the Chair of the Leave Committee.

L8.02.02.05 The Leave Committee will be appointed as a standing Committee to monitor the Leave Plans under its jurisdiction.

L8.02.03 Criteria for Leaves

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

L8.02.03.01 To qualify for Leave, a Teacher must have three (3) or more years of service with the Rainy River District School Board or its predecessors prior to the taking of his /her leave.

L8.02.03.02 The Teacher is unlikely to be declared surplus during the term of the Plan.

L8.02.03.03 The Teacher must declare that, notwithstanding emergency circumstances, he/she intends to serve the Board to the end of the completion of the Plan.

L8.02.03.04 The Leave Committee may establish other criteria in the individual circumstances.

L8.02.03.05 The Teacher seeking Leave shall present, with his/her application, a statement of his/her proposed plans for Leave.

L8.02.04 Timelines for Leaves

L8.02.04.01 Teacher seeking Leave shall submit to the Director or Designate, through the Principal, an application not later than:

L8.02.04.01.01 September 30 for a leave commencing in January through June;

L8.02.04.01.02 March 31 for a leave commencing in July through December.

L8.02.04.02 The Director or Designate will forward the application and the attached information to the Leave Committee within seven (7) days.

L8.02.04.03 The applicants will be advised of the Committee's decision on or before:

L8.02.04.03.01 November 15 for an application submitted according to L8.02.04.01.01.

L8.02.04.03.02 May 15 for an application submitted according to L8.02.04.01.02

L8.02.04.03.03 The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within two (2) weeks of notification of acceptance of his/her application. Failure to do so shall nullify the Teacher's participation in the Plan.

L8.02.05 Continuance of Leaves

- L8.02.05.01 On return to school, a Teacher will be assigned to his/her same position (including position of responsibility), providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned an equivalent position to that which he/she held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.
- L8.02.05.02 A Teacher participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- L8.02.05.03 During the year's Leave of Absence, sick leave credits cannot be used or accumulated.
- L8.02.05.04 A Teacher applying for a leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.
- L8.02.05.05 A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.
- L8.02.05.06 Any Teacher receiving permission to participate in Deferred Leave Plan beginning September 1990 or later shall comply with the requirements of the Income Tax Act.

L8.03 Leave Committee Administered Leave Plans

L8.03.01 Deferred Salary Leave Plan

- L8.03.01.01 The Deferred Salary Leave Plan is a self-financing plan that has been developed to afford a Teacher the opportunity of taking a one-year leave of absence with pay by spreading the salary payments over a deferred period.

- L8.03.01.02 The payment of salary and timing of the Deferred Salary Leave Plan may be as follows:
In the first four (4) years of the Plan a Teacher will be paid 80% of the annual salary normally paid under the collective agreement. The remaining 20% of the annual salary shall be withheld by the Board in each of the years leading up to the self-funded leave period. These amounts shall be held in trust by the Board and interest accumulated and paid at the Canada Savings Bond rate of the current year. The interest is to be added semi-annually at the end of December and at the end of June.
- L8.03.01.03 During the Leave period, the Teacher shall receive the total deferred salary.
- L8.03.01.04 If the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the Leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.
- L8.03.01.05 With the approval of the Board, a Teacher may select some alternative method of deferring salary and of the timing of the one year leave of absence other than that specified in article L8.03.01.02.
- L8.03.01.06 Leave periods cannot be postponed beyond the maximum time limit of seven (7) years. Any money accumulated will continue to earn interest until the leave is taken.
- L8.03.01.07 A Teacher wishing to participate in a Deferred Leave Plan shall submit to the Director or Designate, through the Principal, an application not later than March 31 of the year previous to the school year in which the Deferred Plan shall begin.

- L8.03.01.08 The Director or Designate shall forward the application to the Board. The Director or Designate shall include a recommendation to grant or deny the Deferred Leave based on the following criteria:
- a) the Teacher is a permanent employee,
 - b) the Teacher has three or more years of service with the Rainy River District School Board or its predecessors.
- L8.03.01.09 The applicant for Deferred Leave shall be advised in writing of the Board's decision on or before May 15 of the year the application was made.
- L8.03.01.10 The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within ten (10) of notification of acceptance of the application. Failure to do so shall nullify the Teacher's participation in the Deferred Leave Plan.
- L8.03.01.11 On return to school, a Teacher will be assigned to his/her same position (including position of responsibility), providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned an equivalent position to that which he/she held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.
- L8.03.01.12 A Teacher participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- L8.03.01.13 During the year's leave of absence, sick leave credits cannot be used or accumulated. On return to employment, a Teacher shall be credited with the number of sick leave days accumulated before the leave was taken.
- L8.03.01.14 A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.

- L8.03.01.15 A Teacher may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, any money accumulated plus interest owed shall be paid within sixty (60) days of notification of the desire to leave the Plan.
- L8.03.01.16 Should a Teacher die while participating in the Plan, any money accumulated plus interest owed at the time of death shall be paid to the Teacher's estate.
- L8.03.01.17 A Teacher declared redundant while participating in the Plan will be required to withdraw and any money accumulated plus interest owed shall be paid to the Teacher. Payment shall be made within sixty (60) days of withdrawal from the Plan.
- L8.03.01.18 A Teacher applying for a Deferred Leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.

L8.03.02 Course Subsidy Plan

A yearly amount of up to \$9,000 will be paid to a fund for professional development to a cap of \$18,000 in the fund on September 1st of each year.

L8.03.03 Federation Leave

- L8.03.03.01 Teachers who are elected or appointed to a salaried Federation position may be allowed leave for the duration of his/her Federation duties.
- L8.03.03.02 Teachers who are currently on a Federation Leave as in L8.03.03.01 shall give notice by April 15 of that teaching year to the Board of his/her intention to return to his/her former position with the Board.
- L8.03.03.03 On return to school, a Teacher will be assigned to his/her same position (including position of responsibility) providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned an equivalent position to that

which he/she held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.

L8.03.03.04 A Teacher will accumulate a full year's credit on the seniority list for each year of participation in such leaves.

L8.03.03.05 The Board shall grant leave of up to a total of 1.0 FTE between the President and/or Chief Negotiator to attend to Federation duties. The District may apply to the Board for additional leave. The District shall reimburse the Board for the salary and benefits for the teachers on leave (prorated for less than full time) at the rate of Category 2 year 0 plus any union paid allowance.

The President and Chief Negotiator shall each be credited with a full year experience, seniority, and benefits as if he/she was teaching full time. Applications for such leave shall be made by the second Monday of April.

L8.03.03.06 Leave shall be granted with pay and Teacher benefits and without loss of credit for teaching experience to members of the Bargaining Unit for the purpose of carrying out Federation business. If the leave does not qualify under 1.1 of Board Policy #8.21, the Federation shall be billed at the rate of a qualified Occasional Teacher.

L8.04 Independent Medical

Should the Board require from an employee an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board and the Union. It is understood that the Board will bear the cost for such medical assessment.

L8.05 Sick Leave Gratuity

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity below:

- L8.05.01 When a Teacher who has at least ten (10) years continuous service with the Board retires on a pension or is entitled because of age to a deferred pension or who, after ten (10) continuous years of service, is forced to retire due to illness but still merits a pension according to the Teachers' Pension Act, the Board will pay to the Teacher his/her accumulated leave in the form of a retiring allowance. In these cases, the ten (10) years continuous service must immediately precede the retirement year.
- L8.05.02 The allowance will be calculated on the basis of 2 the number of sick leave days standing to the Teacher's credit x 200 of the Teacher's annual salary at the time of retirement to a maximum of 50% of annual salary in accordance with the intention of the Education Act (1974) section 155 (8).
- L8.05.03 The recipients shall receive one (1) total payment by July 8 unless they inform the Board in writing that they wish to defer part of the payment to the following January.
- L8.05.04 A teacher that submits a resignation by January 31st that is accepted by the Board shall receive his/her retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment will be made to salary at the end of the school year.

Article L9.00 BENEFIT PLANS – SEE PART A, SECTION C-7, BENEFITS AND LOA #4

L9.01 Preamble

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

L9.01.01 Group Term Life Insurance

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

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

L9.01.02 Subject to the approval of the Insurance Company, each Teacher shall have the option of purchasing up to \$300,000 in additional Group Term Life Insurance and \$300,000 in additional AD&D Insurance at his/her own expense.

L9.01.03 Subject to the approval of the Insurance Company, each Teacher shall have the option of purchasing the following insurance when the Teacher pays 100% of the premiums:

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

L9.02 Extended Health Care

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

- a) paramedical - \$350 per practitioner per year
- b) nursing - up to \$10,000 per year
- c) hearing aids - up to \$300 every 5 years
- d) the \$10/20 deductible does not apply to drugs or hearing aids.

NOTE:

- a) Over-the-counter drugs are not covered by the plan.
- b) The Extended Health Care Plan includes Deluxe Travel Plan.

L9.03 Vision Care

The Board agrees to pay 100% of the current premium for the Manulife Vision Care Plan that pays a benefit of \$400 over each 24 month period. The plan includes eye examinations and lasik capped at \$1000 lifetime.

L9.04 Semi-Private

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

L9.05 Dental Plan

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

- a) Routine services covered 100% with no maximum (Rider 1)
- b) Dentures with 50/50 co-insurance with no maximum (Rider 2)
- c) Orthodontics with 50/50 co-insurance with \$2,500 life-time maximum (Rider 3)
- d) Restorative services (crowns and bridges) with 50/50 co-insurance with no maximum (Rider 4).

L9.06 Long Term Disability Insurance Plan

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

L9.06.01 Enrolment in the Long Term Disability Insurance Plan shall be mandatory for those Teachers hired in 1988 or later. An exception will be made for any Teacher who is covered by an equivalent plan.

L9.06.02 The Board agrees to pay its portion of the premiums for benefits during the time that a Teacher is on Long Term Disability Leave of Absence, up to period of three (3) years.

L9.06.03 A member on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the Collective Agreement.

L9.06.04 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if he/she were not on leave.

L9.06.05 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy procedures during the period of leave.

L9.06.06 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to his/her previous teaching position or a comparable one to that was held at the commencement of the leave, subject to the surplus/redundancy procedures.

L9.07 Employment Insurance Rebate

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

Article L10.00 BOARD TRANSFER OF TEACHERS

L10.01 Any transfer of a Teacher among the high schools in Fort Frances, Rainy River and Atikokan shall occur only if notice is given in writing to the Teacher involved prior to May 1 of the preceding school year except when the transfer is by mutual agreement between the Board and the Teacher.

L10.02 Transfers will be based on demonstrated educational need and shall not create a surplus in the school to which the transferee is assigned. With due consideration being given to the program needs, the transferee would be the most junior Teacher as qualified under the Regulation - Operation of Schools - General.

L10.03 Where, at the request of the Board, a Teacher is transferred, the Board will bear the cost of moving subject to the conditions as outlined in Board policy.

L10.04 This clause (L10.03) will not apply in cases of redundancy.

Article L11.00 GRIEVANCE/ARBITRATION PROCEDURE

L11.01 Definitions

L11.01.01 “Grievance” is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Collective Agreement and any Letter of Understanding that so indicates that it is grievable.

L11.01.02 Party shall be defined as:

L11.01.02.01 The Board

L11.01.02.02 The Bargaining Unit

L11.02 Step One (Informal Stage)

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

L11.03 Step Two

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

L11.04 Step Three

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

L11.04.01 If the grievor fails to act within the time limits set out at any stage, the grievance will be considered abandoned.

L11.04.02 If any official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit his/her grievance to the next step of the grievance procedure.

L11.04.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by mutual agreement.

L11.04.04 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified herein shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the Grievor.

L11.05 The Bargaining Unit may initiate a group grievance concerning the interpretation, application or alleged violation of this Agreement. Such a grievance shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. A Bargaining Unit group grievance may be filed if the grievance is shared by more than one (1) Teacher. The group grievance will begin Step 2 when the Bargaining Unit makes a written submission to the Director of Education.

L11.06 The grievance procedure is not to be construed as interfering with the rights of Teachers to discuss problems with the Principal.

L11.07 Arbitration

L11.07.01 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the Party appointed to an Arbitration Board and shall be delivered to the other within ten (10) school days of receiving the reply under Step

2 of the Grievance Procedure. The recipient Party shall within ten (10) school days, advise the other of the name of its appointee to the Arbitration Board.

L11.07.02 The 2 appointees so selected shall, within five (5) school days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient Party fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue its decision and the decision shall be final and binding upon the Parties, and upon any Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.

L11.07.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

L11.07.04 Each of the Parties hereto will bear the expenses of the arbitrator appointed by it and the Parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

L11.07.05 Where both Parties agree arbitration may be dealt with by a single arbitrator, the Parties will share equally the expenses of the arbitrator.

L11.07.06 The arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, not to alter, delete from, modify or amend any part of this Agreement.

L11.08 Mediation

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

L11.09 Employee Relations Committee

The parties agree to participate in a joint Employee Relations Committee. Unless the parties agree otherwise, discussions shall not include matters that are subject to an active grievance. Meetings shall proceed monthly, based on an agenda, mutually agreed to in advance. Each party will be responsible to keep their own minutes to ensure timely follow up.

Article L12.00 SENIORITY LIST

L12.01 Definitions

- L12.01.01 A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned. There may be extenuating circumstances under which a Staff Complement Vacancy is filled by a Long Term Occasional Teacher.
- L12.01.02 A Voluntary Transfer, in accordance with L12.03 will mean any staff change arrangement that is mutually agreed upon between the member and the Board, that fills a Staff Complement Vacancy.
- L12.01.03 A Surplus Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- L12.01.04 A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of the Employer (Board wide) for the ensuing school year.
- L12.01.05 The Secondary Staffing Committee, for the purposes of Transfer, Surplus, Redundancy and Recall procedures, shall consist of three (3) representatives of the Board, and three (3) representatives of the Bargaining Unit. This Committee shall have the right to review whether the procedure has been followed correctly. If it is determined by the Committee that there has been an error in procedure, then the committee will recommend a solution to rectify the error. This solution shall be implemented forthwith.
- L12.01.06 Appeal - A Teacher declared surplus or redundant who believes the declaration to have been unjustly arrived at may appeal directly to the Secondary Staffing Committee. Such an appeal must be made within five (5) consecutive school days from his/her notification of being surplus or redundant. Review of the case by the Secondary Staffing Committee will occur within ten (10) consecutive school days of the receipt of the application. The role of the Secondary Staffing Committee, in so far as this article is concerned, will be to determine that the procedures of this policy were followed in detail. The decision of this Committee is final. In the case of a tie vote, the appeal is considered lost. The Grievance Procedures as outlined in this Collective Agreement are not applicable.

L12.01.07 Qualified Teacher, as defined Reg. 298, section 19, of the Education Act. A Teacher who agrees to become qualified under the above section within one year of being assigned to a staff complement vacancy, will be considered to be a Qualified Teacher in so far as this article is concerned. Failure to complete the agreed upon qualifications, within one year, will render the member unqualified for the position. Upon mutual agreement between the Board and the Union, the time period for qualification may be extended.

L12.02 Seniority List

L12.02.01 The Seniority List in place on September 1, 2000, shall be the initial Seniority List.

L12.02.02 Any employees hired after September 1, 2000, shall be added to the top of the list in accordance with Article L12.02.03 and L12.02.04 so that the most junior employee will be added to the top of the list.

L12.02.03 Seniority shall be the length of continuous service with the Rainy River District School Board as a Bargaining Unit Member from the first day worked after being hired. Any approved absences including layoff with recall rights shall not be considered an interruption of continuous service.

L12.02.04 The list shall be rank ordered such that the most senior Bargaining Unit Member is at the bottom of the list and the most junior is at the top.

L12.02.05 The revised Seniority List(s) shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit effective to and no later than October 31 and March 1 of each school year.

L12.02.06 Errors in the calculation of a Member's seniority shall be brought to the attention of the Employer by the President or designate, within fifteen (15) working days or the list shall be deemed correct.

L12.02.07 Newly hired Bargaining Unit Members shall be added to the seniority list based on their first day of work.

L12.02.08 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:

L12.02.08.01 Years of continuous secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;

THEN

L12.02.08.02 Total years of secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;

THEN

L12.02.08.03 Total years of experience (including secondary, elementary, and related experience as recognized by the Board at the time of hiring);

THEN

L12.02.08.04 Higher category rating;

THEN

L12.02.08.05 By lot conducted by the Director and the Bargaining Unit President.

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

L12.03 Voluntary Transfer

L12.03.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than April 15 in the school year immediately prior to the school year for which the transfer shall be effective. Teachers who request a transfer to another secondary school will be interviewed for vacant positions for which they are qualified.

L12.03.02 All requests as per L12.03.01 shall remain on file with the Director for twelve (12) months.

L12.03.03 Teachers who request a voluntary transfer will be considered at an annual staffing meeting or may be considered at other times in the school year with the consent of the Teacher and the Board. Upon

the request of the Teacher, the Teacher will be entitled to union representation at a meeting with the Board, during which the Board will discuss its rationale for the denial of the transfer.

L12.03.04 Where the Board initiates a Teacher transfer, the Teacher transferred by the Board shall not be designated for transfer for a period of two years unless initiated by the Teacher at the end of a one-year period.

L12.03.05 Requests for voluntary transfer which have been approved by the Board shall be used first to fill staff vacancies at a specific school. In order to facilitate voluntary transfers, a Teacher who is transferred, with Board approval, to replace a Teacher on leave for only one year will remain the responsibility of the originating school.

Article L13.00 SURPLUS, REDUNDANCY, RECALL, EXTERNAL HIRING

L13.01 Surplus to School Declaration

L13.01.01 Should Board approved voluntary transfers as per Article L12.03 not satisfy the requirements of staffing based on projected enrolment, the least senior Bargaining Unit Members at schools that are staffed beyond the complement required shall be declared surplus to the school.

L13.01.02 Should this create a situation where no bargaining unit member at the school is qualified to teach in areas outlined in Reg 298 (operations of schools), then the next teacher on the seniority list will be given the opportunity to become qualified for the vacant position, within one year. Should this next senior bargaining unit member refuse, he/she will be declared surplus. All options must be explored before a more senior teacher is declared surplus in order to protect program.

L13.01.03 Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.

L13.01.04 If a surplus is deemed to exist, the Secondary Staffing Committee as defined in section L12.01.05 will meet forthwith. Additional information will be exchanged and alternative solutions will be examined. This committee will ensure that all options have been explored before a teacher is declared surplus. A Teacher declared

surplus in one school when there are no vacancies in the other schools will be entitled to displace a Teacher whom he/she is qualified to replace and who is the most junior person on the Seniority List (as defined in L12.02) in the system.

- L13.01.05 A school administrator shall deliver notification in writing, to a Bargaining Unit Member who is to be declared surplus, no later than 3:15 p.m., on April 30. Such a notification will be preceded by an interview with the member wherever possible. If it is not possible for the school administrator to meet with the teacher who is declared surplus before delivery of the notification in writing, then the school administrator shall meet with the Teacher declared surplus within five (5) working days. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.
- L13.01.06 Bargaining Unit Members on any approved leave are the responsibility of the originating school.
- L13.01.07 Bargaining Unit Members who are declared surplus and have been placed in another school shall have right of return to positions for which they are qualified, which become available at the school from which they are declared surplus, at the end of the school year or at the end of the semester.

L13.02 Redundancy

- L13.02.01 Should a reduction in staff become necessary, Bargaining Unit Members who are least senior shall be informed in writing by the Employer no later than 3:15 p.m., on April 30. This notification shall be delivered to the member no later than 3:15 p.m., on April 30. This shall be preceded by verbal notification of the Member by a school administrator, wherever possible.
- L13.02.02 If it is not possible for a school administrator to meet with the teacher who is declared redundant before delivery of the notice in writing, then a school administrator shall meet with the Teacher within five (5) working days. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.
- L13.02.03 Reductions in staff shall start at the top of the Seniority List with the least senior Bargaining Unit Member and proceed down the Seniority List.

- L13.02.04 If a redundancy is deemed to exist, the Secondary Staffing Committee as defined in section L12.01.05 will meet forthwith. Additional information will be exchanged and alternative solutions will be examined, such as a redundant Secondary Teacher being offered a position in the Elementary Panel.
- L13.02.05 The Employer shall determine displacements and consequent staffing adjustments. Displacements shall be done according to Articles L12.00 and L13.00.
- L13.02.06 A Member may elect to refuse to displace another Member and be placed on the recall list. This member will be offered the first Staff Complement Vacancy, (for which the member is qualified), at the school from which the member was declared surplus/redundant. If the member refuses to fill that Vacancy, then the Board shall have no further obligation to that Member.
- L13.02.07 To secure another job, a redundant Teacher must be available for an interview. Recognizing this fact, the Board will allow a Teacher who has been declared redundant, 1/4 of the Teacher's unused sick leave days for the present school year to a maximum of five (5) days for the purpose of attending job interviews.

L13.03 Recall

- L13.03.01 The Board shall establish and maintain a recall list of all Bargaining Unit Members declared redundant.
- L13.03.02 Bargaining Unit Members who have been declared redundant shall be recalled to Staff Complement Vacancies based on seniority and be reinstated as though there had been no interruption in service.
- L13.03.03 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.
- L13.03.04 When a position becomes available, the Board shall contact the Teacher being recalled by telephone and shall offer the position by registered mail.
- L13.03.05 A Teacher has the right to refuse recall to a position offered by the Board, based on travel/geographical considerations, without prejudice to his/her recall rights. The Board shall have no further obligation to a Teacher, who refuses a position for which the he/she is qualified, at the school from which the Teacher was declared redundant.

L13.04 External Hiring

L13.04.01 External hiring shall take place only after positions have been offered first to Bargaining Unit Members who have been declared surplus or redundant, and then to Bargaining Unit Members with less than full-time assignments within the school where the vacancy is.

Article L14.00 EMPLOYMENT & WORKLOAD

L14.01 Advertisement – All vacant positions, which cannot be filled through Articles L12.03 and L13.00 shall be posted in all secondary schools, electronically and in writing, three (3) school days prior to external advertisement.

L14.02 Hiring – Rainy River District School Board Teachers shall be given consideration on filling any vacant position for which they are qualified or deemed to be qualified.

L14.02.01 For all FTE postings, the principal shall provide a draft timetable upon request by any potential applicant. The OSSTF may request a draft timetable from the principal as well and the request shall not be unreasonably denied. It is understood that the timetable provided is subject to change and therefore not binding on the principal.

L14.02.02 The posting for a FTE assignment shall state the required qualifications in respect of the draft timetable.

L14.03 Every school shall have a Headship for Student Success. Other Headships shall be determined by the Principal at each school in consultation with the school's staff. There will be fifteen (15) positions with an allowance of \$5292 on September 1, 2014, \$5345 on September 1, 2016 and \$5372 on January 27, 2017. There will be (8) eight positions at Fort Frances High School, (3) three positions at Rainy River High School and (4) four positions at Atikokan High School. It is understood that a position may be shared by two (2) or more teachers subject to mutual agreement of the Parties and the allowance will be pro-rated accordingly. The term of each Headship will be two years.

L14.04 Definitions

L14.04.01	University Credits – as defined in O.S.S. Grades 9 – 12 Program and Diploma Requirements
L14.04.02	College Credits – as defined in O.S.S.
L14.04.03	University/College Credits - as defined in O.S.S.
L14.04.04	Workplace Credits – as defined in O.S.S.
L14.04.05	Open Credits – as defined in O.S.S.
L14.04.06	L.D.C. Credits – as defined in O.S.S.
L14.04.07	Academic Credits – as defined in O.S.S.
L14.04.08	Applied Credits – as defined in O.S.S.
L14.04.09	Technical Credits – as defined in O.S.S. 1984
L14.04.10	Family Studies Credits - as defined in O.S.S. 1984

L14.05 Working Conditions

L14.05.01 Each full time teacher shall be assigned a maximum of 6 out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments (APAs) comprised of either on-calls, supervisions, student mentoring and teacher mentoring based on 75 minute periods or equivalent as follows:

On calls	Supervision	Teacher/Student Mentoring	Total
24	10	16	50

One Alternative Professional Assignment above is equivalent to ½ period.

L14.05.01.01 On calls may be transferred by the Principal or designate from the on call column to either the supervision or teacher/student mentoring column. Supervisions may be transferred from the supervision column to the teacher/student mentoring column.

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

L14.05.02 Mentoring as assigned by the Principal shall include but is not limited to:

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

- L14.05.02.01 The in-school staffing committee as per article L15.06.04 shall review and track every teacher's Alternative Professional Assignments based upon information received from the principal about Alternative Professional Assignments assigned to teachers in each semester. Such tracking/reporting shall occur by the first Monday in December in semester I and by the first Monday in May in semester II and shall include the date upon which each assigned duty was performed, as well as the total duties of each type performed during each reporting period.
- L14.05.03 In a semestered school, each column of the Alternative Professional Assignments will be split equally between semesters.
- L14.05.04 The total Alternative Professional Assignments shall be equitably timetabled and performed inside the instructional day.
- L14.05.05 No classroom teacher shall be assigned other duties in addition to those set out in L14.05.01 to L14.05.04 above.
- L14.05.06 Part time teacher workload shall be pro-rated to that of the full time teacher workload.
- L14.05.07 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the end of the first period and the start of the last period.
- L14.05.08 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.
- L14.05.09 A full time classroom teacher shall be assigned no more than two one-half period APAs per week and a maximum of one half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the principal.
- L14.05.09.01 Alternative Professional Assignments may be scheduled in blocks with the mutual agreement of the Member, the Principal, and inform the Bargaining Unit.

L14.05.10 Teachers shall not be mandated to work any days preceding the official start of the school year and any days following the official end of the school year.

L14.05.11 The length of the school year shall be the minimum required under the Education Act.

L14.05.12 Every effort shall be made to limit the number of preparations for each teacher.

L14.05.13 The Principal of each Secondary School will forward to the Branch President as soon as possible, or by the last day of each reporting term, a copy of each Member's workload report for the year.

L14.05.14 Teachers shall be notified of any APAs before the close of the previous school day, where possible.

NOTE: The Board, in consultation with the teacher and the Bargaining Unit, determines the workload and F.T.E of all part time teachers. This will not increase the total F.T.E for the system.

L14.06 Class Size - Keeping in mind, the best interests of both its students and Teachers, the Board shall limit class size to the following number of students in any one class. These numbers will apply except where workstations or safety will not permit.

L14.06.01	University Credits	31
	College Credits	29
	Open Credits	28
	University/College	29
	Essential Credits	23
	Workplace Credits	22
	Family Studies (Lab)	25
	OAC Credits	31
	Gr. 9/10 - Academic	31
	- Applied	27
	- Essential/Locally Developed	22
	- Open	29
	Science	28
	Technical Credits (Except Grade 9)	21
	(i.e. Manufacturing, Transportation, Construction and Design)	

L14.06.02 Notwithstanding the above, class size limits can be exceeded by one (1) provided that not more than 30% of classes in the school exceed the maximum.

L14.06.03 In a multi-level class, the lowest cap shall apply.

- L14.06.04 The maximum number of students in a self-contained special education class shall be in accordance with Section 31 of Regulation 298 under the Education Act.
- L14.06.05 The class size limits shall apply by September 15, semester 1 and February 15, semester 2. The Director of Education and the Principal shall ensure that all class (section) limits are adhered by the above stated dates.
- L14.07 The normal instructional work week in the secondary schools is five (5) days, Monday through Friday inclusive. No Teacher will be assigned duties beyond the normal instructional day except by mutual agreement of the Teacher and the immediate supervisor.
- L14.08 All Teachers shall receive their timetables for the whole school year no later than August 15 of the year preceding the school year. See Appendix C.
- L14.09 An up-to-date print out of all classes and courses showing number of students in each class and course shall be made available to the OSSTF District President within five school days from the date of the request.
- L14.10 Safety
The parties agree to comply with the Occupational Health and Safety Act and regulations and the terms of reference of the Joint Health and Safety Committee as amended from time to time.
- L14.11 Medical Procedure
No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or health of the pupil or subject the Teacher to risk or injury or liability for negligence.
- L14.12 The Board recognizes that health and fitness are important to excellence in education and encourages its Teachers to maintain a healthy lifestyle and a good level of fitness.

Article L15.00 STAFFING FOR SECONDARY SCHOOLS

- L15.01 Notwithstanding the following, the Board may hire additional Teachers to perform duties in respect of secondary schools.
- L15.02 Staffing shall be based on Ministry of Education and Training legislated requirements with respect to average class size.
- L15.03 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 regulation.

L15.04 In addition, Guidance Teachers and Teaching Librarians and Special Education Teachers may be assigned as per MET funding.

L15.05 Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools shall meet legislative requirements of 21 to 1. The Board shall assign its remaining teaching staff to other non-classroom teaching services including, but not limited to, Guidance, Library, Special Education, Resource, or other special programs.

L15.06 Staffing Committees

L15.06.01 The Board agrees to the establishment of the following committees:
a) Secondary Staffing Committee
b) In-school Staffing Committee

L15.06.02 Secondary Staffing Committee

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

1. review the allocation of staff to each school
2. review the allocation and organization of staff within each school
3. review working conditions
4. review the application of surplus redundancy procedures.
5. Provide FTE enrolment and staffing projections for the upcoming school year.

L15.06.03 Composition of Secondary School Committee

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

15.06.04 In-School Staffing Committees

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

- a) review the allocation and organization of staff within the school.
- b) review the Alternative Professional Assignments (APA's)

The committee will meet prior to June 1st.

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

L15.06.05 Composition of In-School Staffing Committee.

The committee will consist of the Principal, VP, Branch President and a teacher elected from the school staff. Additional staff members may be appointed by agreement of the Parties, Maintaining equal representation.

L15.06.06 Continuing Education Teachers

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

Article L16.00 JUST CAUSE

L16.01 No Teacher who has completed the probationary period shall be disciplined or dismissed without just cause. A lesser standard shall apply to a probationary Teacher.

L16.02 A newly hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding thirty (30) days. On mutual consent of the parties, the probationary period of a teacher may be extended for an additional period of up to one school year provided that written notice is given to the teacher.

Article L17.00 SEPARATE SCHOOL IMPACT STATEMENT

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

Article L18.00 CROSS PANEL ASSIGNMENTS

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

Article L19.00 ACTING PRINCIPAL/VICE-PRINCIPAL

- L19.01 The Parties agree that a Teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in charge shall be paid an allowance of \$58 per day in addition to regular salary and allowances.
- a. Effective September 1, 2014, the allowance will be \$58 per full day (\$29 per half day).
 - b. Effective September 1, 2016, the allowance will be \$58.58 per full day (\$29.29 per half day).
 - c. Effective January 27, 2017, the allowance will be \$58.87 per full day (\$29.44 per half day).
- L19.02 The Member will continue to be subject to all terms and conditions of the Collective Agreement.
- L19.03 Nothing in this Article prevents the Member from resuming original duties subject to 48 hours written notice to the Director.
- L19.04 An Occasional Teacher will be engaged to replace the Teacher while assigned as the Teacher in Charge.
- L19.05 When a Principal/Vice-Principal will be absent for a period of more than twenty (20) work days but less than one (1) school year, the Board may appoint a Teacher as an Acting Principal/Vice-Principal to fulfill the duties of the absent Administrator.
- L19.06 The Teacher shall receive compensation and benefit package and be entitled to the same working conditions as other Principals/Vice-Principals with an equivalent position.
- L19.07 The person acting as Principal/Vice-Principal shall pay Union dues.
- L19.08 No Teacher shall be asked to perform duties which involve evaluation or discipline of another member while acting as Principal/Vice-Principal.

- L19.09 The Teacher shall be entitled to return to his/her former position if it still exists or a comparable position with full rights and privileges as though there had been no break in service and provided that the Member's terms as Acting Principal/Vice-Principal does not exceed 193 work days within three school years.

Article L20.00 E-LEARNING (Electronically Delivered Instruction)

- L20.01 Secondary school students under 21 years of age taking credit courses through an e-learning course shall be recorded on the day school register and shall be assigned to a class which is one of the six classes assigned to a teacher of the Teachers' Bargaining Unit. Credits offered through e-learning shall be conducted according to the Education Act and Regulations that apply to regular day school courses.
- L20.02 A class which is taking a course for secondary school credit, delivered in whole or in part through e-learning, shall be subject to the same class size maxima as other classes in the secondary system.
- L20.03 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking e-learning courses shall be the responsibility of the teacher assigned to the e-learning class.
- L20.04 A teacher instructing an e-learning course shall be assigned a work location in the teacher's secondary school.
- L20.05 A teacher assigned to teach an e-learning credit course shall be subject to the workload provisions set out in Article L14.00 of this Collective Agreement.
- L20.06 A teacher teaching e-learning courses is assigned by mutual consent and shall correspond with students solely through the LMS and using Board email.
- L20.07 The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

Article L21.00 DISTANCE EDUCATION

- L21.01 The Board and the Teacher's Bargaining Unit agree to work together to explore the operation of Distance Education programs with the purpose of examining information pertaining to enrolment, staffing, class sizes and working conditions. The Board agrees to discuss Distance Education with the Union when the report on Distance Education is released.

L21.02 Credit Recovery – Where the subject teacher is recommending a student for credit recovery, the subject teacher shall only be required to provide the following information:

- i) the student's final mark for the course;
- ii) a breakdown of all marks for the course attached to the recommended course placement form using whatever format the subject teacher employs for recording marks; and
- iii) reasons for credit recovery recommendations.

L21.03 For a student accepted into the credit recovery program the subject teacher shall only be required to identify:

- i) units, concepts, and/or expectations not successfully achieved; and
- ii) relevant learning skills information

Article L22.00 CREDIT RECOVERY

L22.01 Credit Recovery – Where the subject teacher is recommending a student for credit recovery, the subject teacher shall only be required to provide the following information:

- i) the student's final mark for the course;
- ii) a breakdown of all marks for the course attached to the recommended course placement form using whatever format the subject teacher employs for recording marks; and
- iii) reasons for credit recovery recommendations.

L22.02 For a student accepted into the credit recovery program the subject teacher shall only be required to identify:

- i) units, concepts, and/or expectations not successfully achieved; and
- ii) Relevant learning skills information

Article L23.00 CRIMINAL REFERENCE CHECKS

L23.01 Access to and the use and disclosure of records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

L23.02 Normal daily access to such records and information shall be limited to the Human Resources Administrator and those persons designated by the Director of Education. The Human Resources Administrator shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

Article L24.00 TEACHER PERFORMANCE APPRAISAL

- L24.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time.
- L24.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.
- L24.03 Program Heads/Coordinators shall not conduct teacher performance appraisals, but this shall not preclude Program Heads/Coordinators from participating in programs of assistance or other remediation.
- L24.04 The Principal shall notify the Union within three (3) working days of a Post Observation meeting at which a teacher receives an unsatisfactory/development needed rating. At the conclusion of any such meeting, the teacher will be encouraged to contact their Union representative.
- L24.05 Where the performance appraisal has resulted in an unsatisfactory/development needed rating, the principal will meet with the teacher and a representative of the Union to share the improvement plan and the resources to be provided.
- L24.06 The Union 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.
- L24.07 The Board shall endeavour to complete all in-class observations for Teacher Performance Appraisals prior to June 1st of the school year.
- L24.08 Where a classroom observation for a Teacher Performance Appraisal is conducted in a class which is outside of the teacher's area of subject qualifications then that fact shall be noted on the evaluation and will be taken into consideration in determining the rating.
- L24.09 A teacher shall be given at least 48 hours' notice before a classroom observation, unless the teacher and the school principal agree otherwise.
- L24.10 The extent of a teacher's participation in extra-curricular programs shall not be the subject of adverse commentary in a performance appraisal and shall not be a factor considered in rating any teacher's performance unsatisfactory.
- L24.11 The Board agrees to apply the timelines for evaluation in a manner that is consistent with its obligations under the *Human Rights Code*.

- L24.12 Following an initial unsatisfactory performance appraisal, a teacher shall be allowed a minimum of eight (8) weeks to improve before the next classroom observation is conducted within the next performance appraisal.

Article L25.00 TERMINATION OF EMPLOYMENT

L25.01 Notification

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

L25.02 Mutual Resignation

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

Article L26.00 ATTENDANCE MANAGEMENT

- L26.01 No medical records or medical information shall be stored in school files. All such information shall be provided by teachers directly to the Manager of Human Resources, or designate, and stored in a confidential manner.

- L26.02 A member shall have the right to OSSTF representation where the member is called to a meeting which is part of an attendance management system or at a meeting called to discuss concerns about the member's attendance history, which may lead to discipline.

APPENDIX A

MEMORANDUM OF AGREEMENT FOR A LEAVE PLAN

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

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

.....
Date

.....
Teacher

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

GRIEVANCE REPORT FORM

Grievance Class

() Individual

() Group

() Board

A) _____
Surname Given Name

Home Address Telephone No.

Name of School Department Job Classification

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

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

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

Date Signature of Griever

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

GRIEVANCE at
STEP 1

Date

STEP 2

Date

ARBITRATION

Date

Signature of Employer

Signature of Griever

APPENDIX C

LETTER OF AGREEMENT **TEACHERS' TIMETABLES**

Although Article L14.08 of the Collective Agreement states that Teachers shall receive their timetables for the whole school year no later than August 15, it is recognized that during semester one there could be changes in class size that might necessitate a change in a Teacher's timetable for semester two. Thus, the following procedure has been agreed to:

- a) It shall be the Principal's responsibility to identify possible areas of concern. A possible area of concern is a class in which there has been a significant drop in class size.
- b) The Principal shall notify the OSSTF District President of any possible areas of concern by December 1. The Principal and the OSSTF District President shall meet to examine the data and determine if further discussion and/or action should be taken.
- c) If the Principal and the OSSTF District President believe that more discussion is warranted they shall bring in the Head of the Organizational Unit in which the area of concern exists.
- d) If the Principal, the OSSTF District President and the Head of the Organizational Unit conclude that changes may have to be made, all Teachers who may be affected and other individuals who may be able to provide information or advice will meet to examine the data, the possible reasons for the drop in enrolment, the changes which could be made, and the results of these changes.
- e) It is hoped that a consensus will be reached at step #4. If by consensus it is decided, or in the absence of a consensus the Principal has decided that a change must be made in one or more Teachers' timetables, the Teacher(s) shall be notified by the Principal before the Christmas Holidays. In extreme cases where a decision cannot be made at this time, the Teacher will be notified by the end of the first week of classes.
- f) The Principal shall inform the Director of Education of the change(s).
- g) It is also agreed that timetable changes may be made by mutual consent between a Teacher and the Principal, subject to approval of the OSSTF Executive and using the appended form.

APPENDIX D

AGREEMENT TO TIMETABLE CHANGE AFTER AUGUST 15, _____,

DATE: _____

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

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

This change has been made by mutual agreement.

Signed _____ (Teacher)

_____ (Principal)

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

Signed _____ (OSSTF Representative)

APPENDIX E

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

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

- 1) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover cross-paneled classes taught by another secondary teacher in the high school.
- 2) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover secondary classes in the high school which are taught by an elementary teacher who is cross-paneling.
- 3) On-call/supervision may only be assigned by mutual agreement of the District 5B member on an individual case by case basis to cover an elementary class which is taught by an elementary teacher participating in high school activities, specifically sports or outers.
- 4) All of the above assignments shall comply with the working conditions outlined in Article L14.05 of the Agreement between the Rainy River District School Board and the OSSTF District 5B dated September 1, 2014- August 31, 2017.

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

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

Dated: July 10, 2017, at Fort Frances, Ontario

Rainy River District School Board

Ontario Secondary School Teachers'
Federation District 5B

Superintendent of Education
On behalf of Director of Education

District President

District Chief Negotiator

APPENDIX F

SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS (SEB) PLAN

1. The objective of the plan is to supplement the employment insurance benefits received by Teachers for temporary unemployment caused by parental leave.
2. The secondary school Teachers are covered by this plan.
3. Teachers must apply for employment insurance benefits and be approved by the Commission before SEB becomes payable.
4. Teachers disentitled or disqualified from receiving EI benefits are not eligible for SEB.
5. Receipt or no receipt of supplemental EI benefits are subject to certification from the Commission by computer report that the applicant has been accepted or rejected for EI benefits.
6. Teachers do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period of two weeks waiting period prior to receipt of EI benefits.
7. The benefit level paid under this plan shall be equivalent to two weeks regular EI earnings for the eligible employee.
8. The duration of the plan for the secondary Teachers is from September 1, 2014, to August 31, 2017.
9. Any payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the plan (Reference 57 (13) (I) EI Regulations).

APPENDIX G

PART TIME TEACHER PRO-RATING

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

2008 - 2012

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

APPENDIX H

LETTER OF UNDERSTANDING: **CONTINUING EDUCATION TEACHERS**

The Rainy River District School Board
And
The Ontario Secondary School Teachers' Federation, District 5B
September 1, 2014 – August 31, 2017

1. General Conditions and Definitions

1.01 Continuing Education for the purpose of this article refers to any Night School program of Credit Courses offered outside of the school day and Summer School Program of Credit Courses offered outside of school year by the RRDSB.

1.02 The Board recognizes that the Ontario Secondary School Teachers' Federation is the sole authority to bargain for all Continuing Education Teachers employed by the Board. Any agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions and, except as any be specifically agreed to by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated otherwise in this agreement.

The following clauses of the Rainy River District 5B OSSTF Teachers' Collective Agreement shall apply to Continuing Education Teachers, together with this article.

Article 1	Purpose
Article 2	Duration
Article 3	Recognition
Article 11	Grievance Procedure
Article 8.01.03	Bereavement Leave
Article 14.06	Class Size
Article 14.12	Safety
Article 14.13	Medical Procedures

1.03 A Continuing Education Teacher shall mean a qualified Teacher employed by the Board to teach in a Continuing Education Program.

1.04 A credit shall be defined for the purpose of this Agreement as a course of studies taught in a Continuing Education Program for the number of hours determined by Ministry of Education and Training requirements for the granting of credits.

1.05 Courses of study shall meet the requirements of the Ministry of Education and Training and the RRDSB

2. Salary Schedule

2.01 Continuing Education Teachers shall be paid an hourly wage.

2.02 A full course shall be based on a maximum number of hours of up to 125.0 – 110 hours + 15 hours of prep time.

2.03 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including instruction, individual assistance, examination and reporting to parents.

2.04 Rate of Pay:

Effective Date:	Rate:
September 1, 2014	\$43.05/hr
September 1, 2016	\$43.48/hr
January 27, 2017	\$43.70/hr

Rates of pay listed above include 4% vacation pay.

2.05 Continuing Education Teachers shall be paid monthly as per time sheets: 7.5 hours of prep. time will be credited at the completion of each 55 hour block of class time. Each Continuing Education Teacher will submit time sheets on the last teaching day of the month. The Board will issue pay cheques by the 15th day of the month following.

2.06 The Board shall deduct union dues in accordance with Article 3.

3. Staffing and Seniority

3.01 Continuing Education Teachers are not recognized for seniority on the OSSTF Seniority List.

3.01.01 Continuing Education Teaching experience shall be recognized as teaching experience and shall be calculated into the experience placement if hired for a permanent OSSTF position. It shall be the responsibility of the Continuing Education Teacher to provide the Board with all relevant statements of teaching experience.

3.02 Teachers employed as OSSTF FTE by the RRDSB shall have first preference for Continuing Education positions. Afterwards, Occasional Teachers employed by the RRDSB will have preference, before any positions are made available to non-Board employees.

3.03 If conditions of surplus or redundancy apply, first preference for Continuing Education Teachers shall be given to Surplus Teachers in order of seniority.

4. Cumulative Sick Leave Plan

4.01 Each teacher who is employed as a Continuing Education Teacher shall be credited with two (2) sick leave days per credit course taught, with this entitlement transferred at the end of the course to his/her cumulative sick leave credit with RRDSB.

5. Leave of Absence

5.01 Leaves of Absence shall be granted to a Continuing Education Teacher...

5.01.01 to serve as a juror or witness in any proceedings;

5.01.02 for special circumstances approved by the Principal.

5.02 Continuing Education Teachers shall be granted leaves of absence, including sick leave, provided Ministry of Education required course time is met.

5.02.01 Rescheduling of class time to cover absences shall be mutually agreed to by the Director/Designate and the Continuing Education Teacher.

6. Pregnancy/Parental Leave

6.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act 2000, as amended.

7. Termination

7.01 The Board and the Teacher who is a Continuing Education Teacher shall give written notice to the other of not less than two (2) weeks should either wish to terminate the Teacher's employment;

7.01.01 before the last day of the course(s) being taught by the Teacher or

7.01.02 provided that fewer than two weeks are to elapse before the start time of the course.

7.02 *Continuing* Education Teachers are hired term-specific. The Board and the Teacher mutually agree to the termination of employment at the end of the specific term.

APPENDIX I

LETTER OF UNDERSTANDING **ALLOCATION OF STAFF FOR STUDENT SUCCESS**

Between

THE RAINY RIVER DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (DISTRICT 5B)
(hereinafter called the "Bargaining Unit")

The Board and the OSSTF (District 5B) mutually agree that the Secondary Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from student success initiatives funding, with a view to supporting student success through

- ▶ specially targeted school based student success leaders
- ▶ school based student success initiatives (examples include (but not limited to) Alternative Education, TAG, later literacy, Pathways, after school remediation, remediation support, summer school, credit recovery, Passport to Prosperity, OYAP, PLAR)
- ▶ reduced class sizes in applied, workplace, locally developed courses, and academic classes where possible
- ▶ student mentoring
- ▶ teacher mentoring

Recommendations from the above review, in concert with data and recommendations from the Boards's Student Success Leader and Assistant Superintendent of Education shall be provided to the Board no later than April 30th of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives, and for planning and implementation of the following school year. A copy of the report to the Minister will be given to the Bargaining Unit.

APPENDIX J

LETTER OF UNDERSTANDING **RE: PLACEMENT OF REDUNDANT TEACHERS INTO LTO POSITIONS**

The Parties agree that, in view of the particular staffing challenges faced by the Board, teachers declared redundant from permanent teaching positions shall be dealt with as follows:

1. Subject to the mutual consent of the teacher and the Board, teachers who have been declared redundant shall be placed, according to their seniority into LTO positions until such time that a permanent position becomes vacant to which the redundant teacher is entitled under the Collective Agreement. The Board may not unreasonably withhold its consent for placement into such LTO positions and will consider, in consultation with the Federation, re-timetabling when such placements occur.
2. In the event that a redundant teacher with rights under this letter of understanding accepts permanent employment and is subsequently again declared redundant, that teacher shall again be permitted to exercise rights under this letter of understanding.
3. A teacher declared redundant who accepts an LTO position retains all rights of recall to a permanent position, and will earn full salary and benefits while employed as an LTO unless the LTO position is less than full time, in which case salary shall be prorated accordingly. In this latter case, subject to carrier eligibility requirements, the Board will pay the benefits in accordance with article L4.04 of the collective agreement.
4. This letter of understanding is entered into without prejudice to any position either party may wish to take regarding any other provision of the Collective Agreement in any dispute between them. It shall not be referred to by either party in any dispute or proceeding concerning any provision of the Collective Agreement, other than a dispute concerning the enforcement of its terms.

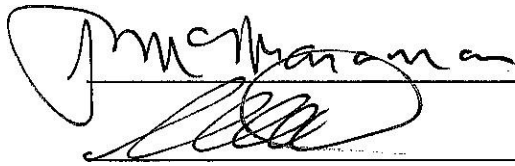
AGREEMENT OF CONTRACT

It is certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Rainy River District School Board and Rainy River 5B of the Ontario Secondary School Teachers' Local, at a meeting held on August 25, 2016.

It is further certified that this agreement was ratified by the Rainy River District 5B of the Ontario Secondary School Teachers' Local on or about September 1, 2016, and ratified by the Rainy River District School Board on September 6, 2016.

Dated: July 10, 2017 at Fort Frances.

FOR THE RAINY RIVER DISTRICT SCHOOL BOARD



RAINY RIVER DISTRICT 5B OF THE

ONTARIO SECONDARY SCHOOL TEACHER

LOCAL

