

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, 2019 - AUGUST 31, 2022

TABLE OF CONTENTS

OSSTF TEACHERS – PART A: CENTRAL TERMS

| | | |
|--------------|---|----|
| C1.00 | STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT | 8 |
| C1.1 | Separate Central and Local Terms | 8 |
| C1.2 | Implementation | 8 |
| C1.3 | Parties | 8 |
| C1.4 | Single Collective Agreement | 8 |
| C2.00 | LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL | 8 |
| C2.1 | Term of Agreement | 8 |
| C2.2 | Amendment of Terms | 8 |
| C2.3 | Notice to Bargain | 8 |
| C3.00 | DEFINITIONS | 9 |
| C4.00 | CENTRAL LABOUR RELATIONS COMMITTEE | 9 |
| C5.00 | CENTRAL GRIEVANCE PROCESS | 9 |
| C5.1 | Definitions | 10 |
| C5.2 | Central Dispute Resolution Committee | 10 |
| C5.3 | The grievance shall include | 11 |
| C5.4 | Referral to the Committee | 11 |
| C5.5 | Voluntary Mediation | 11 |
| C5.6 | Selection of the Arbitrator | 12 |
| C6.00 | CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER | 12 |
| C7.00 | BENEFITS | 12 |
| C7.1 | ELHT Benefits | 12 |
| C7.2 | Eligibility and Coverage | 12 |
| C7.3 | Funding | 13 |
| C7.4 | Full-Time Equivalent (FTE) and Employer Contributions | 13 |
| C7.5 | Benefits Committee | 14 |
| C7.6 | Privacy | 14 |
| C7.7 | Benefits not provided by the OSSTF ELHT | 14 |
| C7.8 | Benefits for Daily Occasional Teachers | 14 |

| | | |
|---|--|----|
| C7.9 | Payment in Lieu of Benefits..... | 15 |
| C7.10 | WSIB Top-Up | 15 |
| C7.11 | Long-Term Disability (Employee Paid Plans) | 16 |
| C8.00 | STATUTORY LEAVES OF ABSENCE/SEB | 16 |
| C8.1 | Family Medical Leave or Critical Illness Leave..... | 16 |
| C9.00 | SICK LEAVE | 17 |
| C9.1 | Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers) | 17 |
| a) | Sick Leave Benefit Plan | 17 |
| b) | Sick Leave Days | 17 |
| c) | Short-Term Leave and Disability Plan (STLDP) | 17 |
| d) | Eligibility and Allocation | 18 |
| e) | Short-Term Leave and Disability Plan Top-up | 19 |
| f) | Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment | 19 |
| g) | Administration | 20 |
| C10.00 | PROVINCIAL SCHOOLS AUTHORITY/PSAT | 20 |
| C11.00 | MINISTRY/SCHOOL BOARD INITIATIVES | 20 |
| C12.00 | OCCASIONAL TEACHERS AND PA DAYS | 21 |
| C13.00 | PROVINCIAL FEDERATION RELEASE DAYS | 21 |
| C14.00 | E-LEARNING | 22 |
| APPENDIX A – RETIREMENT GRATUITIES | | 23 |
| A. | Sick Leave Credit-Based Retirement Gratuities | 23 |
| B. | Other Retirement Gratuities | 23 |
| APPENDIX B – ABILITIES FORM | | 24 |
| LETTER OF AGREEMENT #1 | RE: Sick Leave | 26 |
| LETTER OF AGREEMENT #2 | RE: Status Quo Central Items | 27 |
| LETTER OF AGREEMENT #3 | RE: Central Items That Modify Local Terms | 28 |
| LETTER OF AGREEMENT #4 | RE: Qualifications Evaluation Council of Ontario (QECO) | 31 |
| LETTER OF AGREEMENT #5 | RE: Provincial Working Group – Health and Safety | 32 |
| LETTER OF AGREEMENT #6 | RE: Online Reporting Tool for Violent Incidents | 33 |
| LETTER OF AGREEMENT #7 | RE: Half Day of Violence Prevention Training | 34 |
| LETTER OF AGREEMENT #8 | RE: Combined Teachers’ Bargaining Units | 35 |
| LETTER OF AGREEMENT #9 | RE: Long Term Disability Administration | 36 |

| | |
|---|----|
| LETTER OF AGREEMENT #10 RE: Employee Life and Health Trust (ELHT) Committee | 38 |
| LETTER OF AGREEMENT #11 RE: Pilot on a Streamlined Arbitration Process Model | 39 |
| LETTER OF AGREEMENT #12 RE: E-Learning Implementation Committee | 40 |
| LETTER OF AGREEMENT #13 RE: E-Learning Alternative Models | 41 |
| HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY | 42 |

TABLE OF CONTENTS

OSSTF – PART B

| ARTICLE | | PAGE |
|--------------|--|-----------|
| L1.00 | PURPOSE | 54 |
| L2.00 | AMMENDMENTS | 54 |
| L3.00 | RECOGNITION | 54 |
| | L3.03 Education Act and Regulations | 55 |
| L4.00 | DEFINITIONS | 56 |
| | L4.01 Teacher | 56 |
| | L4.02 Experience | 56 |
| | L4.03 Category | 56 |
| | L4.04 Part-Time Teacher | 56 |
| | L4.05 Job Sharing Teachers | 56 |
| | L4.06 Employee Benefits | 56 |
| | L4.07 Allowance | 57 |
| | L4.08 Secondary Panel | 57 |
| | L4.09 Staff Complement Vacancy | 57 |
| | L4.10 Voluntary Transfer | 57 |
| | L.4.11 Surplus Teacher | 57 |
| | L4.12 Redundant Teacher | 57 |
| L5.00 | GRID PLACEMENT | 57 |
| | L5.04 Related Experience | 58 |
| L6.00 | SALARY GRIDS | 59 |
| | L603 Allowance for Post Graduate Degree | 60 |
| | L6.04 Method of Salary Payment | 60 |
| | L6.05 Professional Development Subsidy | 61 |
| L7.00 | PART-TIME TEACHING AND JOB SHARING | 62 |
| L8.00 | LEAVE AND RETIREMENT PLANS | 63 |
| | L8.01 Board Administered Plans | 63 |
| | L8.01.01 Alternate Leave Plans | 63 |
| | L8.01.02 Leave of Absence | 64 |
| | L8.01.03 Bereavement Leave | 64 |
| | L8.01.04 Compassionate Leave | 65 |
| | L8.01.05 Pregnancy and Parental Leave | 65 |
| | L8.01.06 Personal Leave | 68 |
| | L8.02 Leave Committee and General Guidelines | 70 |
| | L8.02.01 Composition of the Committee | 70 |
| | L8.02.02 Duties of the Committee | 70 |
| | L8.02.03 Criteria for Leaves | 71 |
| | L8.02.04 Timelines for Leaves | 72 |
| | L8.02.05 Continuance of Leaves | 73 |
| | L8.03 Leave Committee Administered Leave Plans | 73 |
| | L8.03.01 Deferred Salary Leave Plan | 73 |
| | L8.03.02 Course Subsidy Plan | 76 |
| | L8.03.03 Federation Leave | 76 |
| | L8.04 Independent Medical | 77 |
| | L8.05 Sick Leave Gratuity | 78 |
| | L8.06 Leave Letters | 78 |
| L9.00 | BENEFIT PLANS | 78 |
| | L9.01 Benefits | 78 |

| | | |
|-------|-------------------------------------|----|
| L9.02 | Long Term Disability Insurance Plan | 79 |
| L9.03 | Employment Insurance Rebate | 79 |

| ARTICLE | | PAGE |
|-------------------|--|-------------|
| L10.00 | BOARD TRANSFER OF TEACHERS | 80 |
| L11.00 | GRIEVANCE/ARBITRATION PROCEDURE | 80 |
| | L11.01 Definitions | 80 |
| | L11.02 Step One (Informal Stage) | 80 |
| | L11.03 Step Two | 80 |
| | L11.04 Step Three | 81 |
| | L11.07 Arbitration | 81 |
| | L11.08 Mediation | 82 |
| | L11.09 Employee Relations Committee | 83 |
| L12.00 | SENIORITY LIST | 83 |
| | L12.01 Definitions | 83 |
| | L12.02 Seniority List | 83 |
| | L12.03 Voluntary Transfer | 85 |
| L13.00 | SURPLUS, REDUNDANCY, RECALL, EXTERNAL HIRING | 85 |
| | L13.01 Surplus to School Declaration | 85 |
| | L13.02 Redundancy | 87 |
| | L13.03 Recall | 88 |
| | L13.04 External Hiring | 88 |
| | L13.05 Advertisement | 89 |
| L14.00 | EMPLOYMENT, ORGANIZATIONAL STRUCTURE & WORKLOAD | 89 |
| | L14.01 Employment and Workload | 89 |
| | L14.02 Working Conditions | 89 |
| | L14.03 Class Size | 92 |
| | L14.07 Safety | 93 |
| | L14.08 Medical Procedure | 93 |
| L15.00 | STAFFING FOR SECONDARY SCHOOLS | 94 |
| | L15.06 Staffing Committees | 94 |
| L16.00 | JUST CAUSE | 95 |
| L17.00 | SEPARATE SCHOOL IMPACT STATEMENT | 96 |
| L18.00 | CROSS PANEL ASSIGNMENTS | 96 |
| L19.00 | ACTING PRINCIPAL/VICE-PRINCIPAL | 96 |
| L20.00 | E-LEARNING (Electronically Delivered Instruction) | 97 |
| L21.00 | DISTANCE EDUCATION | 98 |
| L22.00 | CREDIT RECOVERY | 98 |
| L23.00 | CRIMINAL REFERENCE CHECKS | 99 |
| L24.00 | TEACHER PERFORMANCE APPRAISAL | 99 |
| L25.00 | TERMINATION OF EMPLOYMENT | 100 |
| | L25.01 Notification | |
| | L25.02 Mutual Resignation | |
| L26.00 | ATTENDANCE MANAGEMENT | 100 |
| APPENDIX A | MEMORANDUM OF AGREEMENT FOR A LEAVE PLAN | 101 |

| ARTICLE | | PAGE |
|------------------------------|--|-------------|
| APPENDIX B | GRIEVANCE REPORT FORM | 102 |
| APPENDIX C | LETTER OF AGREEMENT – TEACHERS’ TIMETABLES | 103 |
| APPENDIX D | AGREEMENT TO TIMETABLE CHANGE | 104 |
| APPENDIX E | LETTER OF UNDERSTANDING ON CALL/SUPERVISION ASSIGNMENTS AT ATIKOKAN HIGH SCHOOL | 105 |
| APPENDIX F | SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS (SUB) PLAN | 106 |
| APPENDIX G | LETTER OF UNDERSTANDING CONTINUING EDUCATION FOR TEACHERS | 107 |
| APPENDIX H | LETTER OF UNDERSTANDING ALLOCATION OF STAFF FOR STUDENT SUCCESS | 110 |
| APPENDIX I | LETTER OF UNDERSTANDING PLACEMENT OF REDUNDANT TEACHERS INTO LTO POSITIONS | 111 |
| APPENDIX J | LETTER OF UNDERSTANDING- LIEU DAYS | 112 |
| AGREEMENT OF CONTRACT | | 113 |

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 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, 2019 to August 31, 2022, inclusive.

C2.2 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.

C2.3 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.

c) 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) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, 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.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) 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.
- f) 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 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active 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 applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

| <u>Board</u> | <u>Maximum Funding Amount (a)</u> | <u>Employer % Co-Pay (b)</u> |
|--|-----------------------------------|------------------------------|
| <u>Durham DSB</u> | \$2,654 | 50% |
| <u>Hastings & Prince Edwards DSB</u> | \$3,980 | 75% |
| <u>Toronto DSB</u> | \$2,654 | 50% |
| <u>York Region DSB</u> | \$531 | 10% |

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 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.

C7.11 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.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness 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 they have 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. Routine medical and dental appointments will be scheduled outside of working hours where possible.

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 their 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 their 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. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being 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. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their 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 STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- 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 at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- 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.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

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:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. 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: <i>(Please print)</i> | 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:

Patient is capable of returning to work with no restrictions.

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>): | <input type="checkbox"/> 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 <i>(please specify):</i> | <input type="checkbox"/> Work at or above shoulder activity: | <input type="checkbox"/> Chemical exposure to: | Travel to Work: Ability to use public transit <hr/> Ability to drive car | <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <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?: Yes No

Has a referral to another Health Care Professional been made?
 Yes (optional - please specify): _____ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? Yes 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, 2019.

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.

**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')**

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 the local collective agreements. 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. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**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: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. 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. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

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')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**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')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**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')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

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: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
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: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
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: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

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: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

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.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

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 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.

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:”

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 they have 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.

L3.02.03 The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this collective 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 additional qualifications or responsibilities.

L4.08 Secondary Panel

Fort Frances High School (including, UNFC and the Alternative Education Program and Section 23 Programs), Rainy River High School (including Sturgeon Creek Alternative Program and the Alternative Education Program) and Atikokan High School (including the Alternative Education Program).

L4.09 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.

L4.10 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.

L4.11 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.

L4.12 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.

Article L5.00 **GRID PLACEMENT**

L5.01 A Teacher shall provide the Board with written proof of qualifications (QECO – Qualification Education Council of Ontario) 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 prior to the start of the next school year, 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, 2019 | Category | | | |
|--------------------------|-----------------|-----------|-----------|-----------|
| Years Exp. | A1 | A2 | A3 | A4 |
| 0 | 49,959 | 53,452 | 60,114 | 65,153 |
| 1 | 53,242 | 56,729 | 63,396 | 68,434 |
| 2 | 56,525 | 60,018 | 66,682 | 71,718 |
| 3 | 59,810 | 63,299 | 69,968 | 74,999 |
| 4 | 63,094 | 66,580 | 73,252 | 78,283 |
| 5 | 66,376 | 69,867 | 76,534 | 81,569 |
| 6 | 69,666 | 73,147 | 79,821 | 84,851 |
| 7 | 72,950 | 76,435 | 83,104 | 88,136 |
| 8 | 76,233 | 79,720 | 86,389 | 91,418 |
| 9 | 79,516 | 83,003 | 89,673 | 94,704 |
| 10 | 82,802 | 86,286 | 92,954 | 97,989 |
| 11 | 86,085 | 89,573 | 96,241 | 101,273 |

| September 1, 2020 | Category | | | |
|--------------------------|-----------------|-----------|-----------|-----------|
| Years Exp. | A1 | A2 | A3 | A4 |
| 0 | 50,458 | 53,987 | 60,715 | 65,804 |
| 1 | 53,774 | 57,296 | 64,030 | 69,118 |
| 2 | 57,090 | 60,618 | 67,349 | 72,435 |
| 3 | 60,409 | 63,932 | 70,668 | 75,749 |
| 4 | 63,725 | 67,246 | 73,984 | 79,065 |
| 5 | 67,040 | 70,566 | 77,299 | 82,385 |
| 6 | 70,362 | 73,879 | 80,619 | 85,700 |
| 7 | 73,679 | 77,199 | 83,936 | 89,017 |
| 8 | 76,995 | 80,518 | 87,253 | 92,332 |
| 9 | 80,312 | 83,833 | 90,570 | 95,651 |
| 10 | 83,630 | 87,149 | 93,884 | 98,968 |
| 11 | 86,946 | 90,469 | 97,203 | 102,286 |

| January 27, 2021 Years Exp. | Category | | | |
|--------------------------------|----------|--------|--------|---------|
| | A1 | A2 | A3 | A4 |
| 0 | 50,963 | 54,526 | 61,322 | 66,462 |
| 1 | 54,312 | 57,869 | 64,671 | 69,809 |
| 2 | 57,661 | 61,224 | 68,022 | 73,160 |
| 3 | 61,013 | 64,571 | 71,375 | 76,507 |
| 4 | 64,362 | 67,918 | 74,724 | 79,856 |
| 5 | 67,710 | 71,272 | 78,072 | 83,209 |
| 6 | 71,066 | 74,618 | 81,426 | 86,557 |
| 7 | 74,416 | 77,971 | 84,775 | 89,907 |
| 8 | 77,765 | 81,323 | 88,125 | 93,255 |
| 9 | 81,115 | 84,671 | 91,476 | 96,608 |
| 10 | 84,466 | 88,020 | 94,823 | 99,958 |
| 11 | 87,815 | 91,374 | 98,175 | 103,308 |

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
 Effective September 1, 2019 the Board shall pay an allowance of \$909 per annum. Effective September 1, 2020 the board shall pay an allowance of \$918.09 per annum. Effective September 1, 2021 the board shall pay \$927.27 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. 25th
- 8% Oct 25th
- 8% Nov. 25th
- 8% Dec. 25th
- 8% Jan. 25th

8% Feb. 25th
 8% March 25th
 8% April 25th
 8% May 25th
20% June - last school day
 100%

L6.04.01 A Teacher working one semester only shall be paid their 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 Procedure 3.50 as amended from time to time. The Board will consult with the union if there are amendments to Board Procedure 3.50. On or before June 7th, the Union will provide the Board with a list of teachers who are eligible for the Professional Development Subsidy.

L6.06 Salary and Board Benefits will be pro-rated for part-time teachers in accordance with **the** table below:

| <u>Pds Taught</u> | <u>FTE</u> |
|-------------------|-------------|
| <u>1/6</u> | <u>0.17</u> |
| <u>2/6</u> | <u>0.33</u> |
| <u>3/6</u> | <u>0.5</u> |
| <u>4/6</u> | <u>0.67</u> |
| <u>5/6</u> | <u>0.83</u> |
| <u>6/6</u> | <u>1</u> |

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, 2019, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6,641.17. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3,321.11.
- b. Effective September 1, 2020, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6,707.58. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3,354.32.
- c. Effective September 1, 2021, the maximum allowance for a full time Board-wide Consultant and Board-wide Coordinator will be \$6,774.66. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Consultant/ Coordinator will be \$3,387.86.

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 their 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 their salary annualized on their FTE for the school year. Upon returning to full-time or continuing in the plan for another year, the Teacher will have their increment pro-rated for each year on the plan. The Teacher shall have their 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 their 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 they are 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 they are 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 they participate 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 their 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 The Pregnancy, Parental or Adoption Leave may be extended, upon request of the teacher, as a Leave of Absence to the end of the school year plus:

- a) Up to one (1) additional school year
- b) Up to two (2) additional school years by mutual agreement of the Teacher and the Board.

Return from this leave should coincide with the following:

- i) The end of a reporting period
- ii) The Tuesday after Thanksgiving
- iii) March Break
- iv) The Beginning of the next school year
- v) Any other time as agreed to by the Teacher and the Board

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 STDLP.
- 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. As long as the E.I. waiting period is less than two weeks, the eligible teacher shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the EI benefits that were not paid due to the reduction in the waiting period. This additional SEB plan payment will be paid following the eighth week of the leave.

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 they 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 two additional personal leave days per year pro-rated for part-time Teachers. The Teacher shall reimburse the board for such days at the full cost of an occasional teacher. These days will not be deducted from accumulated sick leave. It is agreed that an occasional teacher will be hired to replace the teacher taking these additional personal leave days. The Teacher is not required to use these days 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 they are 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 they receive as a juror or witness.

L8.01.09 It is understood that employees may be entitled to leaves of absences under the *Employment Standards Act* that are not set out in this Collective Agreement. Employees may contact their Union or the School Board's Human Resources Department for additional information regarding such statutory leaves of absence.

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, they intend 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 their application, a statement of their 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 their 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 their same position (including position of added responsibility), providing said leave does not occur over a period of time when the position of added 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 they 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) working days 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 their same position (including position of added 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 they 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 cannot be used or accumulated. (Note: For additional information regarding sick leave, see Article C9:00 above)
- 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 their 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 their intention to return to their former position with the Board.
- L8.03.03.03 On return to school, a Teacher will be assigned to their 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 they 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 they were teaching full time. Applications for such leave shall be made by the end 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.

L8.03.03.07 The Board and Union agree to work together to ensure a member on Federation Leave who will be absent for a significant period of time will be replaced by a member identified by the bargaining unit. The replacement shall be at no additional cost to the Board.

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. The member shall receive a copy of the IME report.

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

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 their retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment will be made to salary at the end of the school year.

L8.06 Leave Letters

The Board shall copy the local Union President on Leave approval and denial letters sent to OSSTF members.

Article L9.00 BENEFIT PLANS AND LTD

L9.01 Benefits – See Part A, Central Terms (C7)

L9.02 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 15 days.

L9.02.01 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.

L9.02.02 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.

L9.02.03 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.

L9.02.04 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if they were not on leave.

L9.02.05 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy procedures during the period of leave.

L9.02.06 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to their previous teaching position or a comparable one to that was held at the commencement of the leave, subject to the surplus/redundancy procedures.

L9.03 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 their 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 their 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 their 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**

L12.01.01 The Secondary Staffing Committee, for the purposes of Transfer, Surplus, Redundancy and Recall procedures, shall consist of **up to** three (3) representatives of the Board, and **up to** 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.

L12.01.02 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 their 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.

L12.01.03 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, they 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 they are 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 5:00 p.m. on May 10th. 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. Redundant teachers will only be offered available positions after surplus teachers.

L13.02 Redundancy

- L13.02.01 Should a reduction in total staff complement become necessary, Bargaining Unit Members who are least senior shall be informed in writing by the Employer no later than 5:00 p.m. on May 10th. 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, a maximum of five (5) work days for the purpose of attending job interviews. Combined with Personal Leave Days, the total days shall not exceed five (5) in any one school year.

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, which become available on or after May 11th, 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 and email address.
- L13.03.04 When a position becomes available, the Board shall contact the Teacher being recalled by telephone and shall offer the position by written letter sent by an email to both the member and the District President.
- 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 their recall rights. The Board shall have no further obligation to a Teacher, who refuses a position for which they are qualified, at the school from which the Teacher was declared redundant.
- L13.03.06 A Teacher will be given twenty-four (24) hours to communicate to the Board their decision regarding a recall offer. If more time is required, the parties may mutually agree on an appropriate extension.

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. For clarity, the Board will consider voluntary transfer requests before external hiring.

L13.05 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.

L13.05.01 Hiring For Teaching Positions – 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.

L13.05.02 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.

L13.05.03 The posting for an FTE assignment shall state the required qualifications in respect of the draft timetable.

L13.05.04 The names of all internal applicants to each job posting along with the information on which members were shortlisted for an interview and the successful candidate for the position shall be provided to the District President. This information will only be provided upon request by the District President.

Article L14.00 EMPLOYMENT & WORKLOAD

L14.01 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 \$5,645.89 on September 1, 2019, \$5,702.35 on September 1, 2020 and \$5,759.37 on September 1, 2021. 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; however, teachers may continue in such a position for more than one term.

L14.02 Working Conditions

L14.02.01 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), consistent with FTE, comprised of either on-calls, supervisions,

student mentoring and teacher mentoring based on 75 minute periods or equivalent as follows:

| <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> |

One Alternative Professional Assignment above is equivalent to ½ period.

L14.02.01.01 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.

L14.02.02 Mentoring as assigned by the Principal shall include but is not limited to:

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

L14.02.02.01 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.

L14.02.03 In a semestered school, each column of the Alternative

Professional Assignments will be split equally between semesters.

- L14.02.04 The total Alternative Professional Assignments shall be equitably timetabled and performed inside the instructional day.
- L14.02.05 No classroom teacher shall be assigned other duties in addition to those set out in L14.05.01 to L14.05.04 above.
- L14.02.06 Part time teacher workload shall be pro-rated to that of the full time teacher workload.
- L14.02.07 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.
- L14.02.08 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.
- L14.02.09 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.
 - L14.02.09.01 Alternative Professional Assignments may be scheduled in blocks with the mutual agreement of the Member, the Principal, and inform the Bargaining Unit.
- L14.02.10 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.
- L14.02.11 The length of the school year shall be the minimum required under the Education Act.
- L14.02.12 Every effort shall be made to limit the number of preparations for each teacher.
- L14.02.13 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.

L14.02.14 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.

L14.03 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.

| | | |
|-----------|---|----|
| L14.03.01 | University Credits | 31 |
| | College Credits | 29 |
| | Open Credits | 28 |
| | University/College | 29 |
| | Essential Credits | 23 |
| | Workplace Credits | 22 |
| | Family Studies (Lab) | 25 |
| | Gr. 9/10 - Academic | 31 |
| | - Applied | 27 |
| | - Essential/Locally Developed | 22 |
| | - Open | 29 |
| | Gr. 9 Destreamed | 27 |
| | Science | 28 |
| | Technical Credits (Except Grade 9) | 21 |
| | (i.e. Manufacturing, Transportation, Construction and Design) | |
| | Technical Credits (Grade 9) | 23 |
| | Coop Credits (all streams) | 27 |
| | Alternative Education Programs (all streams) | 23 |

L14.03.02 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.

L14.03.03 In a multi-level class, the lowest cap shall apply.

L14.03.04 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.

L14.03.05 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.

- L14.03.06 When integrating K level students (non-credit) into classes every effort will be made to place the students into Locally Developed or Applied level sections. Class size limit for Applied level classes to which K level students have been added will have a hard cap of 27. With mutual consent of the teacher and principal, K level students may be added to participate in an Academic or Open level class. In such cases, Academic or Open level class size limit will apply.
- L14.03.07 In LSC in Fort Frances, SLC in Atikokan, and LSR in Rainy River, students assigned to a period to which there is not a teacher in the alternative program setting, may be placed on the class list of a teacher who does have a section. With regard to these students, the teacher will be responsible for marking and reporting, however supervision will be limited to students present in the teacher's assigned period only.
- L14.04 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.
- L14.05 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.
- L14.06 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.
- L14.07 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.
- L14.08 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.
- L14.09 When time during the work day is provided for staff to complete Health and Safety related training activities, staff should use that time to complete the required training, or utilize their own time to complete the training within a reasonable timeframe. Staff members that are absent from work on a day they are scheduled to work, where training is scheduled and time is allocated, will be responsible for completing the training activities within a reasonable timeframe upon their return. Specific time during the work day will not be

scheduled to complete this training for absent staff.

- L14.10 The Board will inform members of their right to have Union representation at meetings where Return to Work plans are being discussed.

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 For the purposes of staffing in grades 9-12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

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 up to three (3) representatives of the Union and up to three (3) representatives of the Board chaired by the Director or Designate.

L15.06.04 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.

L15.06.07 During a legal strike undertaken by members of another bargaining unit at the School Board, no member of the Union shall be required to do the struck work of that other bargaining unit.

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 \$61.87 per day in addition to regular salary and allowances.
 - a. Effective September 1, 2019, the allowance will be \$61.87 per full day (\$30.94 per half day).
 - b. Effective September 1, 2020, the allowance will be \$62.49 per full day (\$31.25 per half day).
 - c. Effective September 1, 2021, the allowance will be \$63.12 per full day (\$31.56 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 their 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.

- L20.08 Class size cap for E-learning courses shall be 35. The average for all E-learning classes in the board shall not be more than 30 students per class. Article L14.03.02 does not apply to E-learning class size maxima.

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, **con**cepts, 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 outings.
- 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-FOR PARENTAL LEAVE

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. The Teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
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. A Teacher who is entitled to a parental leave SEB payment shall not be financially disadvantaged by the reduced waiting period for EI benefits. As long as the E.I. waiting period is less than two weeks, the eligible teacher shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the E.I. Benefits that were not paid due to the reduction in the waiting period. These additional payments, if owed would only come into effect once the member has expired their E.I. coverage and continues the parental leave.
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

LETTER OF UNDERSTANDING: CONTINUING EDUCATION TEACHERS

**The Rainy River District School Board
And
The Ontario Secondary School Teachers' Federation, District 5B**

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 14.03 | Class Size |
| Article 14.07 | Safety |
| Article 14.08 | 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: |
|-------------------|------------|
| August 31, 2019 | \$45.06/hr |
| September 1, 2019 | \$45.51/hr |
| September 1, 2020 | \$45.96/hr |
| September 1, 2021 | \$46.42/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. 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.

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 H

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 Board'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 I

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 surplus/redundant shall be placed, according to their seniority into LTO positions until such time that a permanent position becomes vacant to which the surplus/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 surplus/redundant teacher with rights under this letter of understanding accepts permanent employment and is subsequently again declared **surplus/redundant**, that teacher shall again be permitted to exercise rights under this letter of understanding.
3. A teacher declared surplus/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.
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.

APPENDIX J

LETTER OF UNDERSTANDING

RE: LIEU DAYS


1. It is agreed and understood that the Board may ask teachers to work outside of the school year when the Teacher would not otherwise be scheduled to work (e.g. during the Teacher's summer break).
2. Subject to the approval of the Superintendent of Education, a Principal and a Teacher may agree that the Teacher will attend work outside of the school year as defined in Article 14 and receive equivalent time off "in-lieu" in exchange.
3. The Teacher's "in-lieu" time is to be scheduled during that school year at a time and date that is mutually agreed to by the Teacher and the Principal. Reasonable requests will not be denied.


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. 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 June 3, 2021, and ratified by the Rainy River District School Board on June 1, 2021.

Dated: Oct 25 / 2021 at Fort Frances.

FOR THE RAINY RIVER DISTRICT
SCHOOL BOARD





Michelle Mosbeck

RAINY RIVER DISTRICT 5B OF THE
ONTARIO SECONDARY SCHOOL TEACHER
LOCAL

