

SOURCE	School
EFF.	98/09/01
TERM	2002/08/31
No. OF EMPLOYEES	100
NOMBRE D'EMPLOYÉS	100

COLLECTIVE AGREEMENT

BETWEEN

THE AVON MAITLAND DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION - DISTRICT 8  
OCCASIONAL TEACHERS' BARGAINING UNIT

FOR THE PERIOD

SEPTEMBER 1, 1998

to

AUGUST 31, 2002

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Collective Agreement, hereinafter referred to as the “Agreement”, is to establish the terms and conditions of employment of all Members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
- 1.02 Except for errors, inadvertence or omission, this Agreement shall form the basis for computing all salaries and other terms and conditions of employment.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and who are on the Board’s roster of Occasional Teachers who may be assigned to a secondary school.
- 2.02 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of OSSTF.
- 2.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement, The Bargaining Unit and OSSTF recognize the right of the Board to similar representation in this Agreement.
- 2.04 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and from the President of the Bargaining Unit or designate.
- 2.05 The Board agrees to provide each Occasional Teacher with a copy of this Agreement, the costs of which will be shared equally between the Board and the Bargaining Unit.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 “Board” shall mean the Avon Maitland District School Board and its predecessor boards.
- 3.02 “Bargaining Unit” shall mean the Occasional Teachers of District 8 of OSSTF.
- 3.03 “Union” shall mean the Ontario Secondary School Teachers’ Federation.
- 3.04 “Occasional Teacher” shall mean an Occasional Teacher as defined in the *Education Act*.
- 3.05 “Long Term Occasional Teacher” shall mean a Teacher who is required to teach for a



period of eleven (11) or more consecutive teaching days as a substitute for the same Teacher.

- 3.06 Effective during the period September 1, 1998 to August 31, 2000, "Extended Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of three (3) or more consecutive months as a substitute for the same Teacher. This definition shall cease to exist effective September 1, 2000.
- 3.07 "Short Term Occasional Teacher" shall mean an Occasional Teacher who is employed on any other basis than that set out in 3.05 or 3.06.
- 3.08 "Regular Teachers' Collective Agreement" means the Collective Agreement between the Board and the OSSTF District 8 Regular Teacher Bargaining Unit.
- 3.09 "Regular Teacher" means a Teacher employed by the Board and covered under the Regular Teachers' Collective Agreement.
- 3.10 "Probationary Occasional Teacher" shall mean those Occasional Teachers with less than forty (40) full-time equivalent days of work as an Occasional Teacher with the Board. Notwithstanding the aforementioned forty (40) full-time equivalent days of work, no Occasional Teacher shall be considered probationary for a period of more than one (1) full-time equivalent school year where the Occasional Teacher has worked at least twenty (20) full-time equivalent days of work in that one (1) full-time equivalent school year. Probationary Occasional Teachers will not have access to the arbitration procedures in Article 18 of this Agreement in instances of discipline, suspension, and/or discharge. Notwithstanding the above, former Regular Teachers with the Board will not be considered probationary Occasional Teachers.

#### **ARTICLE 4 - DURATION AND RENEWAL**

- 4.01 This Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 4.02 Notwithstanding the period of notice cited in 4.01, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, within the period of 180 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.

- 4.03 If either party gives notice of its desire to negotiate amendments in accordance with Article 4.01 or 4.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement in accordance with the *Ontario Labour Relations Act*.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 4.05 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.
- 4.06 Where changes in legislation or regulations affect the terms of this Agreement, the parties agree to meet at a mutually agreeable time in an attempt to agree on a method of modifying this Agreement.

#### **ARTICLE 5 - UNION DUES AND ASSESSMENTS**

- 5.01 The Board shall deduct for every pay period for which an occasional teacher receives a pay, dues, surcharges and levies. The amount deducted shall be equivalent to that prescribed in the Constitution and By-laws of the OSSTF and/or the Bargaining Unit. Dues deducted in accordance with this article shall be remitted to the Treasurer of OSSTF no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made. Levies deducted in accordance with this article shall be remitted to the Treasurer of OSSTF District 8, Avon Maitland. Special assessments (surcharges) shall be remitted to the Treasurer of the Occasional Teachers' Bargaining Unit at the Avon Maitland District 8 office. The Union and/or the Bargaining Unit shall advise the Board at least 30 days in advance of any change being required to the dues, surcharges and/or levies deducted.
- 5.02 The payment of dues, surcharges and levies shall be accompanied by a list showing the names, Social Insurance Number, total salary for the period, dues, surcharges and/or levies deducted and the number of days worked for each occasional teacher from whose wages the deductions have been made.
- 5.03 The Union shall indemnify and save the Board harmless from any claims, suits, attachment and any form of liability as a result of such deductions authorized by the Union or the Bargaining Unit.

## ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. All rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement.
- 6.02 Without restricting the generality of the foregoing, the Board's rights shall include:
- (a) the right to hire, assign and direct all Occasional Teachers and to determine requirements for Occasional Teachers;
  - (b) the right to discipline, suspend and discharge for just cause any non-probationary Occasional Teacher, subject to the right of the non-probationary Occasional Teacher concerned to have access to the grievance and arbitration procedure as set out herein;
  - (c) the right to discipline, suspend and discharge, in accordance with Article 3.10, any Probationary Occasional Teacher for disciplinary reasons, lack of competence, or for failure to meet required teaching standards; and,
  - (d) the right to make and alter policies, regulations and procedures to be observed by Occasional Teachers that are not inconsistent with provisions set out herein.

## ARTICLE 7 - UNION RIGHTS

- 7.01 No Occasional Teacher who has successfully completed the probationary period shall be disciplined, suspended or discharged without just cause. The discipline, suspension, discharge or removal from the Occasional Teacher List of any Occasional Teacher who has not completed the probationary period may be the subject of a grievance, but shall not be the subject of any arbitration.
- 7.02 **An** Occasional Teacher shall have the right to have a representative of the Union present when the conduct or competence of the Occasional Teacher is being considered.
- 7.03 Upon prior written request, an Occasional ~~Teacher~~ shall have access during normal business hours to that Occasional Teacher's personnel file in the presence of the appropriate Board staff representative. The Occasional Teacher may, at the Occasional Teacher's expense, make a copy of any information contained in the file and may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher. Where an Occasional Teacher disputes the accuracy of the documentation contained in the personnel file, the Occasional Teacher may request to attach his/her written comment(s) to the documentation.
- 7.04 The Board shall provide to the Bargaining Unit bulletin board space in each secondary school for the posting of notices which may be of interest to Occasional Teachers.

- 7.05 The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members, Grievance Committee Members.
- 7.06 No Occasional Teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as these are defined in the *Human Rights Code, R. S.O. 1990, Chap. H-19 as amended*, or because of participation in the activities of, or membership in, the Union.
- 7.07 The Board agrees to consult with the Bargaining Unit regarding the development of an evaluation process for Occasional Teachers.
- 7.08 The Union and/or Bargaining Unit shall be allowed to carry out union business on the Board's premises outside of the regular school day providing it does not interrupt the instructional program. Such meeting space shall be free of charge. No Occasional Teacher shall leave his or her assigned duty to attend to union business without the consent of the Director of Education or designate.
- 7.09 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.

#### **ARTICLE 8 - UNION LEAVE**

- 8.01 At the written request of the Union and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such leave will be paid for by the Bargaining Unit. Such leave shall only be granted where the school in which the Occasional Teacher was scheduled to work is able to find a suitable replacement.

#### **ARTICLE 9 - OCCASIONAL TEACHER-BOARD RELATIONS COMMITTEE**

- 9.01 There shall be an Occasional Teacher-Board Relations Committee comprised of three members of the Bargaining Unit, and three Board representatives. The Committee shall meet at the request of either party at a time mutually agreed upon to discuss matters of concern. A minimum of two (2) representatives of each of the Bargaining Unit and the Board are required to make a quorum for such a meeting.

## **ARTICLE 10 - VOLUNTARY UNPAID LEAVE OF ABSENCE**

- 10.01 Upon written request to the Director of Education or designate by an Occasional Teacher, the Board agrees to approve a voluntary unpaid leave of absence for an Occasional Teacher. Such leave may be for a period up to and including one (1) school year. Consideration will be given to requests for leave beyond the period identified above in exceptional circumstances, at the discretion of the Director of Education or designate. The Occasional Teacher's name will be re-activated on the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise.

## **ARTICLE 11 - PROFESSIONAL ACTIVITY DAYS**

- 11.01 The Board shall provide information to the Bargaining Unit President about the district-wide professional activities provided by the Board. The Bargaining Unit shall be provided the opportunity to have representation on the District-wide Staff Development Committee.
- 11.02 Participation in Professional Activity Days for Long Term or Extended Long Term Occasional Teachers shall be at the discretion of the Director or designate. If the Long Term or Extended Long Term Occasional Teacher is not required to attend the Professional Activity Day activities, he/she will not be paid for the day but participation or non-participation shall not be considered an interruption in service for the calculation of the length of the assignment.
- 11.03 **An** Occasional Teacher not on a Long Term or Extended Long Term teaching assignment may attend, on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Director of Education or designate at least 15 teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.

## **ARTICLE 12 - OCCASIONAL TEACHER LIST**

- 12.01 To be eligible for inclusion on the Occasional Teacher List, an Occasional Teacher must have an Ontario Teaching Certificate or equivalent.
- 12.02 The Board will maintain the Occasional Teacher List for its secondary schools and will have the sole discretion to add names to the List as it sees fit.
- 12.03 The List shall provide the following information for each Occasional Teacher: name, telephone number, address, qualifications, teaching preferences and availability for work.
- 12.04 Occasional Teachers shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.



The Occasional Teacher List shall be provided to schools for use prior to the end of the first week of the school year in September. A copy of the List will be forwarded to the Bargaining Unit President at that time. The List will be updated periodically throughout the school year **as** required. Where possible, the amendments will be communicated to the Bargaining Unit President at the same time **as** the List is updated. Otherwise, amendments will be forwarded to the Bargaining Unit President on or about December 31 and April 1 of each year.

The Board agrees to review the composition of the Occasional Teacher List annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. The names of the Occasional Teachers who do not respond to the Board's annual review of the List shall be removed from the List effective the following school year.

An Occasional Teacher who is included on the List shall be available for assignment or shall provide reasonable grounds for refusing such assignment. Eligible Occasional Teachers who refuse six (6) assignments for reasons other than being employed **as** an Occasional Teacher elsewhere or on other reasonable grounds may have their names removed from the Occasional Teacher List. Where removal occurs under this article, the Occasional Teacher will be notified in advance of the effective date of the removal by the Board. The individual so notified may appeal the removal under the steps of the grievance procedure outline in this Agreement but such removal will not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 13 - WORKING CONDITIONS**

- 13.01 Each school shall ensure that its Code of Behaviour is accessible to each Occasional Teacher.
- 13.02 Where practicable, the schedule for an Occasional Teacher shall be the same as the schedule of the Teacher who is being replaced. After the second day of a continuous assignment, the schedule for an Occasional Teacher shall be the same **as** the schedule of the Teacher who is being replaced, except in the case of an emergency.
- 13.03 Where an Occasional Teacher replaces a Teacher who is receiving a travel allowance, the Occasional Teacher shall receive, in accordance with the Board's procedures, the applicable travel allowance.
- 13.04 The Board agrees to consult with the Bargaining Unit in the development of an orientation process for Occasional Teachers, which addresses such information needs as school behaviour codes, relevant operating procedures and student information, for implementation in secondary schools across the district.

## **ARTICLE 14 - POSTING OF LONG TERM AND EXTENDED LONG TERM OCCASIONAL TEACHING ASSIGNMENTS**

- 14.01 The Board shall post Long Term and Extended Long Term vacancies where there are at least six (6) scheduled work weeks between the identification of the vacancy and the effective date of the vacancy.
- 14.02 Vacancies, as identified in 20.01, shall be posted in each school and office of the Board for four (4) working days. A copy of each posting shall be forwarded to the Bargaining Unit President.
- 14.03 The Board will endeavour to establish an information system in consultation with Principals and the Bargaining Unit to identify Occasional Teachers interested in Long Term and Extended Long Term Occasional assignments and to communicate position information related to the existence of the Long Term or Extended Long Term Occasional assignments.

## **ARTICLE 15 - SALARY**

- 15.01 All salary rates as set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- 15.02 For the period September 1, 1998 to January 31, 1999, Occasional Teachers shall be paid in accordance with the last predecessor boards' collective agreements and/or terms and conditions of employment.
- 15.03 The following rates shall apply effective February 1, 1999.

(a) Short Term Occasional Teacher

A Short Term Occasional Teacher shall be paid a per diem rate of 1/200 of the minimum salary Group 1 in the Perth Regular Teachers' Collective Agreement in existence August 31, 1998.

(b) Long Term Occasional Teacher

A Long Term Occasional Teacher shall be paid a per diem rate equal to 1/200 of the yearly salary as determined by the grid in the Regular Teachers' Collective Agreement for Teachers of the same qualifications and experience effective on the eleventh (11) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.

(c) Extended Long Term Occasional Teacher

**An** Extended Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary **as** determined by the grid in the Regular Teachers' Collective Agreement for Teachers of the same qualifications and experience effective on the eleventh (11) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.

- 15.04 Subject to Article 15.10, effective for the next pay immediately following ratification, a Short Term Occasional Teacher shall be paid a per diem rate of 1/200 of the minimum salary Group 1 in the Regular Teachers' Collective Agreement.
- 15.05 Subject to Article 15.10, effective September 1, 2000, a Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary as determined by the grid in the Regular Teachers' Collective Agreement for Teachers of the same qualifications and experience effective on the eleventh (11) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.
- 15.06 Subject to Article 15.10, effective September 1, 2001, a Short Term Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group 1 in the Regular Teachers' Collective Agreement.
- 15.07 Category placement on the salary grid for Long Term and Extended Long Term Occasional Teachers shall be in accordance with the current OSSTF Certification Program.
- 15.08 For the period September 1, 1998 to ratification of this Agreement, experience credit for placement on the salary grid for Long Term and Extended Long Term Occasional Teachers shall be in accordance with the last predecessor boards' collective agreements and/or terms and conditions of employment.

Effective for assignments commencing following ratification, experience credit for placement on the salary grid for Long Term and Extended Long Term Occasional Teachers shall be granted in accordance with the experience credit provided under the Regular Teachers' Collective Agreement. All experience shall be validated to the satisfaction of the Director or designate and shall only be experience acquired prior to the first day of each regular school year. This clause will not be applied retroactively in the event of late settlement of the Regular Teachers' Collective Agreements.

15.09 It shall be the responsibility of the Occasional Teacher to provide to the Director or designate valid copies of documents initialed by **an** appropriate Board official to support claims made under 15.06 and 15.07. Until such time **as** the documentation is provided to the Director or designate, a Long Term or Extended Long Term Occasional Teacher shall be paid **as** if he/she is in Group 1/Year 0. No retroactive pay adjustment will be made beyond five (5) months.

15.10 Retroactivity

In the event of a late settlement of any Collective Agreement between the Board and the Regular Teachers effective on or after September 1, 2000, which includes a retroactive pay adjustment, the rate of pay for Casual Occasional Teachers and Long Term Occasional Teachers shall become effective on the pay period following the ratification of the Regular Teachers' Collective Agreement. Notwithstanding this article, for the period September 1, 2000 to August 31, 2001, any changes to the Regular Teachers' salary grids will be reflected effective the same date in the Secondary Occasional Teachers' salary rates.

15.11 A Record of Employment for Casual Occasional Teachers may be issued upon request. Long Term and Extended Long Term Occasional Teachers may receive a Record of Employment at the conclusion of their assignments on request, or if at the end of the school year, by July 31<sup>st</sup> following school closing on request.

15.12 Pay Schedule

Occasional Teachers shall be paid by direct deposit. Under normal circumstances, Occasional Teachers will be paid by the 15<sup>th</sup> of the month following the month in which they worked.

## **ARTICLE 16 - BENEFITS AND SHORT TERM LEAVES**

For the period September 1, 1998 to ratification of this Agreement, access to benefits and short term leaves for Occasional Teachers shall be in accordance with the last predecessor boards' collective agreements and/or terms and conditions of employment.

The following terms of employment take effect following ratification of this Agreement.

16.01 Benefits

Benefit eligibility in accordance with this Article shall be granted only to Occasional Teachers employed on a continuous assignment which has extended beyond five (5) months. Benefits will only be offered to the Occasional Teacher once the continuous assignment has progressed into the sixth month. Benefit eligibility will extend from the commencement of the sixth month to the end of the continuous assignment.

Benefit eligibility under the above paragraph will extend to the major medical, dental and life insurance plans offered to the Regular Teachers under the Regular Teachers' Collective Agreement. Premiums will be paid by the Occasional Teacher on the same basis **as** applied to Regular Teachers.

#### 16.02 Sick Leave

A Long Term or Extended Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Occasional Teacher's accumulated sick leave days.

Sick leave days will be granted at the rate of 2 days credit for each 20 days of long term or extended long term assignment completed. Accumulated sick days cannot be carried forward to subsequent long term or extended long term assignments. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

#### 16.03 Bereavement Leave

For Long Term or Extended Long Term Occasional Teachers, the following will apply;

- (a) Absence of up to four **(4)** days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall mean the Occasional Teacher's spouse/partner and the parents/former guardians, brother, sister, child, grandparents, grandchildren, step-sister and step-brother of the Occasional Teacher or the Occasional Teacher's spouse/partner.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the Occasional Teacher plays an active part **as** pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits.

#### 16.04 Jury Duty/Quarantine

A Long Term or Extended Long Term Occasional Teacher shall be eligible for leave without pay if called for **jury** duty or under quarantine. Such leave without pay shall not be considered an interruption in service for the calculation of the length of the assignment.

#### 16.05 Pregnancy/Parental Leave

Pregnancy and parental leave shall be granted and governed in accordance with the provisions of the *Employment Standards Act*.

#### 16.06 Inclement Weather

Where a Long Term or Extended Long Term Occasional Teacher is unable to reach the school because of weather conditions that are severe enough to make it impossible to reach the school or if the school is closed, there will be no loss of pay. It will be the Long Term or Extended Long Term Occasional Teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

#### 17.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not form the basis of any grievance. Differences may be resolved by a complaint under Article 17.03 and/or a grievance under Article 17.04, 17.05 and 17.06. Failing resolution the parties may proceed to arbitration under Article 18.
- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be an Occasional Teacher.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

#### 17.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of calendar days outlined in 17.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits in calendar days set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.
- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.

- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent an Occasional Teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

#### 17.03 Complaint Procedure

**An** Occasional Teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the Occasional Teacher's immediate supervisor (the Principal in the case of all in-school Occasional Teachers). The Occasional Teacher must indicate that the complaint is in accordance with Article 17 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the Occasional Teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 17.04.

#### 17.04 Grievance Procedure

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

##### Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 17.03, refer the grievance in writing to the Chief of Human Resources or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

##### Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Chief of Human Resources or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

##### Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 18. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

#### 17.05 Grievance by Bargaining Unit

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual Occasional Teacher, a group of Occasional Teachers, a retired Occasional Teacher or a deceased Occasional Teacher commencing at Step One as described as in Article 17.04. A grievance shall contain those items listed in Article 17.04.

#### 17.06 Grievance by Board

##### Step One

The Director of Education or designate shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

##### Step Two

Failing settlement at Step One, the Director of Education or designate may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 18. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Director or designate does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

### **ARTICLE 18 - ARBITRATION PROCEDURE**

#### 18.01 Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established in Article 17, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.





The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.


All costs of the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

Dated at Seaforth, Ontario this 27<sup>th</sup> day of June, 2000.

Signed and agreed on behalf of the  
Avon Maitland District School Board:

Signed and agreed on behalf of the  
Ontario Secondary School Teachers'  
Federation - District 8 Occasional Teachers'  
Bargaining Unit

  
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