

Collective Agreement

between

THE DISTRICT SCHOOL BOARD OF NIAGARA

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION (DISTRICT 22)
(OCCASIONAL TEACHERS' BRANCH)**

(September 1, 2004 - August 31, 2008)

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Just Cause

ARTICLE 1

PURPOSE

1.01

The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees and to provide an amicable method of settling any differences or grievances that may arise with respect to matters covered by this Collective Agreement.

ARTICLE 2

RECOGNITION

2.01

The District School Board of Niagara, hereinafter referred to as “the Board”, recognizes the Ontario Secondary School Teachers’ Federation, hereinafter referred to as “the Bargaining Unit”, as the exclusive bargaining agent for all occasional teachers employed by the District School Board of Niagara in all its secondary schools.

2.02

Part-time teachers employed under the Collective Agreement for regular day-school Secondary Teachers who are accepted by the Board for additional employment as occasional teachers shall be covered by this Agreement in respect of such Occasional Teaching employment.

2.03

The Board recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Occasional Teachers in the secondary panel and to negotiate on their behalf.

2.04

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

2.05

Up to four (4) occasional teachers serving on the Negotiating Committee shall receive salary for a maximum of five (5) days each spent negotiating with the Board’s Negotiating Committee prior to conciliation, provided the time involved interrupts a planned teaching assignment or a call to teach on the day of negotiations.

2.06

Whenever the Board or agent of the Board deems it necessary to censure an

occasional teacher for his or her professional conduct or competence as a teacher, the occasional teacher shall be entitled to be accompanied by a representative from OSSTF, District 22 at any meeting convened.

ARTICLE 3

TERM OF AGREEMENT

- 3.01 This agreement shall become effective September 1, 2004 unless otherwise specified upon the date of signing of the Agreement and shall remain in full force and effect until August 31, 2008.
- 3.02 It is understood and agreed that in the event a new agreement has not been reached by the date of expiry of the present agreement, all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement in accordance with the provisions of the *Ontario Labour Relations Act*.
- 3.03 This agreement shall form the basis of computing all salaries and other conditions for all members of the Bargaining Unit. Any amendments to this agreement shall be made in writing and by mutual consent of the parties in accordance with their respective procedures.

ARTICLE 4

DEFINITIONS

- 4.01 “Occasional teacher” shall bear the meaning given in the *Education Act*, as amended from time to time. The current meaning set out in the *Education Act* is as follows:
- “A teacher is an occasional teacher if he or she is employed to teach as a substitute for a teacher or temporary teacher who is or who was employed by the board in a position that is part of its regular teaching staff including continuing education but,
- a) if the teacher substitutes for a teacher who has died during a school year, the teacher’s employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher’s employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.”

- 4.02 Employees newly hired into this Bargaining Unit shall serve a probationary period of one (1) year from the day they are first appointed to the Occasional Teacher List.
- 4.03 “Short-term. Occasional Teacher” means a teacher who is required to teach in the same teaching assignment for a period that is ten (10) consecutive teaching days or less.
- 4.04 “Long-Term Occasional Teacher” means a teacher who is required to teach in the same teaching assignment for a period that is longer than ten (10) consecutive teaching days.
- 4.05 “Days” shall mean the school day as defined in the *Education Act* and Regulations.
- 4.06 “Occasional Teacher” means an occasional teacher who holds a valid Ontario Teacher’s Certificate or equivalent and is a member in good standing with the Ontario College of Teachers.
- 4.07 “Negotiating Committee” refers to the body of duly constituted representatives according to the Constitution and By-Laws of the Bargaining Unit.
- 4.08 “Occasional Teacher List” means a list of all occasional teachers who have been accepted by the Board to teach as occasional teachers in the secondary panel of the District School Board of Niagara and shall be deemed to include those individuals as provided for in Article 2.02.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this agreement and the statutes and regulations pertaining to education in the Province of Ontario. Without restricting the rights set out above, the Bargaining Unit recognizes the right of the Board to:
- a) Hire, direct and place all occasional teachers. To discipline, suspend and discharge, for just cause, any occasional teacher subject to the right of the Bargaining Unit to lodge a grievance on behalf of the occasional teacher in a

manner and to the extent herein provided;

- b) To determine, plan and control the nature and the quality of teaching programmes and subjects to be taught in the school system;
- c) To operate and manage its school system in accordance with its obligations and to make and alter, from time to time, policies and procedures to be observed by the occasional teachers, which policies and procedures shall not be inconsistent with the provisions of this Agreement.

ARTICLE 6

DUES CHECK-OFF

- 6.01 The Board shall deduct from the salary of each occasional teacher OSSTF dues in accordance with the constitution and by-laws of OSSTF. Dues deducted under this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.
- 6.02 The Board shall deduct from the salary of each occasional teacher a Local dues levy (when notified by the Bargaining Unit) for every pay period for which an occasional teacher receives a pay cheque an amount to be stipulated to the Board by the Bargaining Unit in accordance with the constitution and by-laws of the Bargaining Unit. The amount of the levy to be deducted shall be stipulated in writing to the Board immediately following any amendment. The Board will implement any changes in such dues in the first available pay period following such notice or at such later date as may be mutually agreed. Dues deducted under this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted to the Treasurer of District 22 Niagara OSSTF at the District 22 Office. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.
- 6.03 OSSTF Provincial Office and/or OSSTF District 22 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 OSSTF Provincial

Office and/or OSSTF District 22.

ARTICLE 7

NO DISCRIMINATION

7.01

The Board and the Bargaining Unit agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any occasional teacher because of membership in the Bargaining Unit. The Board recognizes its obligations to fulfill all of the statutory requirements contained within the *Human Rights Code*.

ARTICLE 8

NO STRIKES - NO LOCKOUTS

8.01

The Board agrees that there shall be no lock-out of occasional teachers and the Bargaining Unit agrees that there shall be no strike action so long as this Agreement continues to operate. Lockout and strike shall be defined in the *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 9

CORRESPONDENCE

9.01

All correspondence between the parties to this agreement shall pass between the Director of Education or his/her designate and the President of the Occasional Teachers' Bargaining Unit with a copy to OSSTF, District 22.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the Board and the Bargaining Unit to settle any dispute as quickly as possible. Every effort shall be made to amicably resolve a disagreement or misunderstanding between the occasional teacher and the appropriate principal before the matter becomes a grievance.

10.02 A grievance is defined as any dispute concerning interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

10.03 When a grievance is filed, it must be in writing, must set out the nature and circumstances of the complaint, the Article of the Agreement violated, and the remedy sought.

STEP 1

10.04 Grievance(s) must be submitted by the Bargaining Unit in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Bargaining Unit representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

10.05 Failing satisfactory settlement at Step 1, the Bargaining Unit shall file the grievance in writing with the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of

receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Bargaining Unit from the Director of Education within five (5) school days of the meeting.

STEP 3

ARBITRATION

- 10.06 Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within ten (10) school days of receipt of the Step 2 response.
- 10.07 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation. The notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of its appointee to the Arbitration Board. After two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.08 Upon the mutual consent of the parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the parties, or, if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.
- 10.09 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.
- 10.10 Both parties agree to pay one-half (1/2) of the fees and expenses of the single Arbitrator or the fees and expenses of the parties' respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.
- 10.11 The Bargaining Unit and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Bargaining Unit or Director of Education.
- 10.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and provide the name of the mediator and a time line for grievance mediation to occur.

- 10.13 Prior to the Arbitration, the parties may agree to a final and binding settlement of the grievance.
- 10.14 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the occasional teacher on such terms they think fit and which they consider to be just and equitable.

GENERAL

- 10.15 Where an occasional teacher alleges an unjust removal from the Occasional Teacher List, the occasional teacher may file a grievance at Step 2 above within ten (10) school days of notice of removal from the Occasional Teacher List.
- 10.16 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.
- 10.17 Failure by the party lodging the grievance to proceed to the next step of the grievance procedure within the stated time limit shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step.
- 10.18 Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- 10.19 The time limits fixed in this grievance procedure and one or more steps in the grievance procedure may be omitted or extended by mutual consent in writing of the parties, in respect to the processing of a particular grievance.
- 10.20 Either party may use alternates in lieu of the persons designated in the procedure.
- 10.21 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.
- 10.22 If there are several grievances covering similar matters, they may be heard or considered together as one grievance.

ARTICLE 11 JOB POSTINGS

- 11.01 When long-term Occasional Teacher positions are known at least four (4) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of five (5) school days. Such posting requirement will have been fulfilled when notice of vacancy has been posted on the Board's web site and notification made electronically to the President of the Bargaining Unit.
- Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department.
- 11.02 Postings for long-term Occasional Teacher positions known at least four (4) weeks in advance will appear on the Board's web site. Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department.
- 11.03 A screening of applicants and interview process will be conducted.
- 11.04 Provided that there are four (4) or more qualified applicants to a Long-Term Occasional Teacher position, a minimum of four (4) interviews shall be afforded for the position. Where there are fewer than four (4) qualified applicants, all shall be afforded interviews for the position.

- 11.05 Occasional teachers shall be eligible for consideration for contract positions available within the system. Annually, all teachers on the existing Occasional Teachers List shall be invited, through a system posting or notice, to apply for regular school positions.
- 11.06 A copy of Job Postings for contract secondary school teachers shall be forwarded to the President of the Occasional Teachers' Bargaining Unit.

ARTICLE 12 OCCASIONAL TEACHER LIST

- 12.01 Between June 1st and July 31st of each year, those occasional teachers wishing to remain on the Occasional Teacher List for the subsequent school year will complete an Offense Declaration form available on the District School Board of Niagara's Employee Portal. This requirement will be displayed and heard on the Substitute Employee Management System (SEMS).
- 12.02 (a) An occasional teacher's name shall be removed from the List if he/she asks to have his/her name removed from the List. The Board shall grant the request.
- (b) An occasional teacher's name shall be removed from the List if he/she has not taught for five (5) school days in the preceding year. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).
- 12.03 (a) The Board will provide to the Bargaining Unit President and the Bargaining Unit, by October 15th of each year, a list of occasional teachers indicating the name, address, telephone number, qualifications and the geographical areas where that teacher has indicated he/she would teach.
- (b) Additions and deletions to the List will be available to the Bargaining Unit electronically as they occur, indicating the information set out in Article 12.03 (a) above.

- c) A revised list of occasional teachers will be provided to the Bargaining Unit President by February 15th of each year.
- (d) If the appropriate Superintendent of Schools or his/her designate determines that the needs of the Board cannot be met by maintaining the present complement of occasional teachers, additional occasional teachers may be added to the list with notification to the Bargaining Unit President. Additional names shall only be added to the Occasional Teacher List to satisfy :
 - (i) a demonstrable need for occasional teachers with specialized teaching qualifications, or
 - (ii) a demonstrable need due to insufficient numbers of occasional teachers available to serve particular geographical areas or divisional levels.

- 12.04 Prior to being placed on the Occasional Teacher List, an applicant must submit proof of certification, registration with the Ontario College of Teachers, and all other documentation as required by the Board.
- 12.05 Occasional Teachers shall notify the Human Resources Department of the board and the Bargaining Unit President, in writing, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.
- 12.06 Employees on the Occasional Teacher List may apply for any available teaching position within the Board for which the occasional teacher is suitably qualified, subject to the provisions of the Collective Agreement for Secondary School Teachers.

ARTICLE 13 CALLING AND REPORTING OF OCCASIONAL TEACHERS

- 13.01 Occasional teachers shall indicate their preferences according to administrative area and qualifications on the Board's information form.
- 13.02 Occasional teacher assignments shall first be made according to the information provided by the occasional teacher as per Article 13.01.

- 13.03 (a) There shall be no change to the current method of calling occasional teachers without prior consultation with the Union in an Occasional Teacher - Board Relations Committee meeting.
- (b) Reports of time worked shall be submitted by local schools weekly.
- 13.04 Notwithstanding the right of the principal to request specific individuals, qualifications and assignments, occasional teachers shall be called who have been assigned in each region on an on-going rotating basis.
- 13.05 It is the responsibility of the Board to ensure that all occasional teachers on the Occasional Teacher List are trained in the operating procedures of the Board's automatic dispatching system.

ARTICLE 14 OCCASIONAL TEACHER-BOARD RELATIONS

- 14.01 The Occasional Teacher-Board Relations Committee shall be composed of up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit.
- The Committee shall meet at least two (2) times per school year. It shall be the responsibility of the Bargaining Unit President to contact the appropriate Superintendent of Schools to arrange the two (2) required meetings of the Occasional Teacher-Board Relations Committee.
- 14.02 Unless otherwise mutually agreed, meeting of the Occasional Teacher-Board Relations Committee shall be arranged as soon as practical but no later than ten (10) days from receipt of the notice from the Party requesting the meeting. Requests to arrange a meeting shall also include an agenda of items to be considered. All meetings shall be arranged through the appropriate Superintendent of Schools and the Bargaining Unit President.
- 14.03 It shall be the purpose of the Committee to discuss all matters of mutual concern, investigate problems that may arise involving the Parties to this Collective Agreement, and where appropriate, make recommendations to the Parties of this

Agreement.

14.04 An occasional teacher who wishes access to his/her file may submit a request, in writing, to the Human Resources Department. The applicable information shall be made available for review within a reasonable time line. The occasional teacher may request, from the appropriate Superintendent of Schools, the removal of any document in the file containing negative comments that are two (2) or more years old. An occasional teacher shall have the right to place material in his/her personnel file.

14.05 At the request of the Bargaining Unit and subject to full reimbursement by the Bargaining Unit, the Board shall grant up to 0.35 of a year paid release time to one (1) or more members of the Bargaining Unit in order to conduct Bargaining Unit business. The member(s) shall accumulate occasional teaching experience as if employed as an occasional teacher. Leave granted to members in this article shall not exceed a total of 0.35 of one (1) FTE teacher.

ARTICLE 15 SALARY

15.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

(A) Short-Term Occasional Teachers

Effective September 1, 2004

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$177.67 per day, which includes \$2.00 per day in lieu of any other employee benefits (which represents 94% of 1/194 of Group 1, 0 years).

Effective September 1, 2005 :

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$181.22 per day (94% of 1/194 of Group 1, 0 years) (which includes \$2.00 per day in lieu of any other employee benefits).

Effective September 1, 2006 :

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$184.84 per day (94% of 1/194 of Group 1, 0 years) (which includes \$2.00 per day in lieu of any other employee benefits.

Effective February 1, 2007 :

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$190.67 per day (96% of 1/194 of Group 1, 0 years) (which includes \$2.00 per day in lieu of any other employee benefits.

Effective September 1, 2007 :

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$194.10 per day (96% of 1/194 of Group 1, 0 years) (which includes \$2.00 per day in lieu of any other employee benefits.

Effective February 1, 2008 :

Occasional Teachers in possession of an Ontario Teacher's Certificate - \$196.82 per day (96% of 1/194 of Group 1, 0 years) (which includes \$2.00 per day in lieu of any other employee benefits.

- (B) Effective August 31, 2008, the daily rate for Short-Term Occasional Teachers shall be determined as being 96% of 1/194 of Group 1, 0 years of the District School Board of Niagara's Secondary Teachers' Salary Grid and this fraction shall be used thereafter on an ongoing basis to determine the short-term daily rate (which shall include \$2.00 per day in lieu of any other employee benefits) for an Occasional Teacher in possession of an Ontario Teacher's Certificate.

(C) Long-Term Occasional Teachers

In the event that a short-term occasional teacher is required to teach in the same assignment for more than ten (10) consecutive days, the rate for that teacher shall be adjusted to the long-term rate on the eleventh (11th) day but shall be retroactive to the first day of the assignment.

- (D) In the event a new collective agreement for secondary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers. Occasional teachers who were on the list and received

salary as a short-term and/or long-term occasional teacher during the period for which any such retroactivity applies shall receive retroactive pay.

- 15.02 Where an occasional teacher is employed on a part day basis to replace a part-time regular teacher, the occasional teacher shall be pro-rated in the same proportion as the part-time teaching assignment bears to the full-time assignment.
- 15.03 An occasional teacher will be informed at the end of the school day, whether or not he/she is required for a teaching assignment the following day in the same school. It shall be the responsibility of the occasional teacher to check with the school office at the end of the school day in order to determine whether he or she will be required the following day.
- 15.04
- a) For the purposes of qualifying for the long-term occasional salary rate, statutory holidays and Professional Activity Days shall not be considered a break in service.
 - b) When determining the rate of pay for a long-term occasional teacher, Board designated P.D. days will be counted as part of the assignment, with pay and the long-term occasional teacher will be expected to attend the professional activity scheduled.
- 15.05
- (a) Category classifications shall be the current classification structure as established by the Ontario Secondary School Teachers' Federation Certification Plan. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating Statement issued by the OSSTF Certification Board shall be final.
 - (b) Effective September 1, 2006, it is the responsibility of an occasional teacher to submit his/her Certification Rating Statement to the Human Resources Department within six (6) months of being appointed to the Occasional Teacher List.
 - (c) Except as provided for in Article 15.05 (b), category placement for a long-term occasional teacher shall be according to the documentation on file in the Human Resources Department at the beginning of the long-term assignment.
- 15.06 An occasional teacher who qualifies for a change in category by reason of

improved qualifications shall receive the appropriate differential amount at the level in the higher group as follows:

- (c) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment the long-term occasional teacher must provide documentation to the Human Resources Department by January 15th.
 - (b) Where a long-term occasional teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment effective February 1st, the long-term occasional teacher must provide documentation to the Human Resources Department by May 31st.
 - (c) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the long-term occasional teacher must provide documentation to the Human Resources Department by September 30th.
 - (d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special cases in which the long-term occasional teacher is unable to produce the required documentation through no fault of his or her own.
- 15.07
- (a) When it is known in advance that a long-term occasional teacher is scheduled to teach for a period of one (1) full semester or more, that occasional teacher shall, upon written request, be eligible to participate in the Employee Benefit Plan in effect for teachers employed under the Collective Agreement for regular day-school Secondary Teachers, save and except Long Term Disability Insurance. Such coverage shall be provided only to those occasional teachers not covered by another group insurance plan.
 - (b) If the long-term occasional teacher chooses to participate in the

Employee Benefit Plan referred to above, they must enrol in all benefits for the entire duration of their assignment at the single coverage level (Family coverage is optional).

- (c) Participation in the Employee Benefit Plan referred to above shall be in accordance with the terms and conditions in effect for teachers employed under the Collective Agreement for regular day-school Secondary Teachers and shall extend only for the duration of the long-term occasional teacher assignment.

- 15.08
 - A. Recognized teaching experience shall be based upon:
 - a)
 - i. Full-time and part-time short-term and long-term teaching experience gained in public elementary and/or secondary schools in Ontario.
 - ii. Full-time and part-time short-term and long-term teaching experience gained in public elementary and/or secondary schools outside Ontario, but within Canada.
 - iii. At the discretion of the Board, credit will be given for full-time and part-time qualified teaching experience gained in elementary and secondary schools outside of Canada, and
 - b) the number of days of experience obtained as an occasional teacher divided by 194.
 - c) Where the total number of days of teaching experience, pro-rated where necessary, divided by 194 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.
 - B. All experience shall be validated to the satisfaction of the appropriate Superintendent of Schools and shall be experience acquired prior to the first day of each contract year.
- 15.09
 - (a) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate before the last teaching day in June provided there has been a seven (7) day interruption of earnings.

- (b) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate at the end of the school year.
- (c) Effective January 1, 2006, for purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

ARTICLE 16 SICK LEAVE

- 16.01 A long-term occasional teacher shall be entitled to two (2) days per month sick leave credit (pro-rated for part-time employment) which shall not be accumulative beyond the school year unless:
- a) the long-term occasional teacher is subsequently awarded a teaching position under the collective agreement for regular day-school Secondary Teachers and provided there has been no break in employment between the extended assignment and commencement of duties and the awarding of the regular teaching position; or
 - b) the long-term occasional teacher continues in the same teaching assignment into a second school year, as provided for under Article 4.01 (b).
- 16.02 Sick leave credits from other employers or previous employment with the District School Board of Niagara (or its predecessor Boards) shall be non-transferrable.
- 16.03 Short-term occasional teachers, while on short-term assignment, shall not be entitled to sick leave credits not eligible to draw on previously earned sick leave credits.
- 16.04
- a) After five (5) consecutive days of absence caused by illness, no leave shall be allowed unless a certificate of a physician or dentist is furnished to the Human Resources Department certifying the inability of the teacher to attend to his/her duties.
 - b) The Board reserves the right, after consultation with the appropriate Superintendent of Schools and Principal concerned, to require a certificate from a medical practitioner for a period of absence which is

less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.

- c) Prior to the implementation of paragraph (b) above, the teacher and the President of the Local shall be notified by the Board that a medical certificate may be required.

16.05

In the event an occasional teacher is required to be absent from an assignment due to illness, the occasional teacher shall notify the principal of the school to which he/she is assigned. If the occasional teacher is unable to accept an assignment for a period of time, the occasional teacher shall notify the Board office of this fact.

ARTICLE 17 LEAVE PLANS

17.01

A long-term occasional teacher shall upon request be granted leave, without deductions from sick leave credits, loss of seniority and without loss of total salary as follows:

- a) Up to five (5) school days for the funeral of a father, mother, spouse, child, common-law spouse, or any other relative who lived in the house.

- b) Up to three (3) school days may be allowed per bereavement to attend the funeral of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, fiancé(e).
- c) One (1) school day for the funeral of a brother-in-law or sister-in-law.
- d) For the purposes of mourning when unable to attend the funeral as in (a) above - one (1) school day.
- e) Acting as a pallbearer at a funeral - one (1) school day.
- f) Quarantine or otherwise prevented by an order of Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.
- g) Jury duty as a witness in any court to which the occasional teacher has been summoned in any proceeding to which the occasional teacher is not a party or one of the persons charged, provided that the occasional teacher pays to the Board any fees, exclusive of travelling and living expenses, received as a juror or witness.
- h) Provided that prior approval is granted by the Director of Education or his/her designate, an occasional teacher may be granted such leave for other special reasons not to exceed one (1) school day.

17.02

Upon the request of an occasional teacher on the Occasional Teacher List who has completed his or her probationary period as defined in Article 4.02 to do so, the Board shall permit the voluntary removal of the occasional teacher's name from the List for a period up to and including one (1) school year. Excluding leaves of absence granted for the purpose of maternity leave or other extenuating circumstances, such leave of absence shall not be granted for more than one (1) year in a three (3) year period. It shall be the responsibility of the Occasional Teacher to notify the Board and the Union, in writing, of his or her desire to be temporarily removed from the List. Upon the expiry of the period of leave, the occasional teacher shall request, and the Board shall grant,

reinstatement to the List.

- 17.03 A long-term occasional teacher who is assigned to teach and who has received the prior approval of the appropriate Superintendent or his/her designate may be absent from duty without loss of salary for the purpose of writing an examination or attending his/her graduation. Such absence will not break continued service and shall not exceed one (1) day for each such occurrence.

ARTICLE 18 REPORTING PAY

- 18.01 Remuneration of one-half (½) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach. In such cases, the principal shall assign other professional duties for the one-half (½) day, commensurate with the occasional teacher's qualifications and experience.
- 18.02 The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.
- 18.03 In the event of early dismissal of students resulting from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for a part day) at the applicable rate of pay for the balance of the school day.

ARTICLE 19 PAY PERIOD

- 19.01 Occasional teachers shall be paid bi-weekly in accordance with the pay and time sheet submission schedules annually developed by the Board's Payroll Department.

ARTICLE 20 TRAVEL ALLOWANCE

20.01 Where the assignment of a regular teacher requires travelling between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the occasional teacher hired to replace that regular teacher at the Board's current kilometre rate.

ARTICLE 21 NOTICES

21.01 The Board shall provide space on the staff room bulletin board in each secondary school or work site for the posting of notices which may be of interest to occasional teachers.

21.02 (a) All occasional teachers employed by the Board shall be provided with a copy of the currently available collective agreement within thirty (30) days of employment.

(b) This collective agreement will be posted on the District School Board of Niagara's Human Resources Department website within thirty (30) days of the signing of the agreement.

21.03 Copies of this collective agreement shall be provided by the Board to the Principal in each secondary school under the jurisdiction of the Board.

ARTICLE 22 PROFESSIONAL DEVELOPMENT

22.01 An occasional teacher who is scheduled to work and who is on long-term occasional teaching shall be paid for a professional activity day provided that the long-term occasional teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the occasional teaching

assignment.

- 22.02 It is the responsibility of the individual occasional teacher to remain current with respect to methodology and curriculum and accordingly, upon the request of the Bargaining Unit President, the Board shall provide a copy of the Staff Development Calendar indicating the activities planned for each Professional Activity Day. Occasional teachers shall be encouraged to participate on a voluntary basis.
- 22.03 (a) Effective September 1, 2001, the Board agrees to remit, annually, the sum of \$3,400 to the Union for the educational and professional development of its members.
- (b) Effective September 1, 2006, the Board agrees to remit, annually, the sum of \$5,000 to the Union for the educational and professional development of its members.
- 22.04 The Union shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Union.
- 22.05 Each year, the Union shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

ARTICLE 23 GENERAL WORKING CONDITIONS

- 23.01 The Board agrees that the responsibility of the occasional teacher is to fulfill the duties of the secondary teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 23.02 Every secondary school will supply to each occasional teacher in that school a package containing:
- a) A timetable for the occasional teacher's assignment (including opening routines, attendance reporting and fire and emergency procedures).
- b) Current class lists, seating plans and lesson plans for each class

assigned.

- c) A map of the school.
- d) A copy of the school Code of Conduct and other relevant policies.
- e) The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes and their location.
- f) School timetable for the day.
- g) Details of any special events planned for that school day (including students who may be excused).
- h) Particulars of medical needs of students, where appropriate.

23.03 Except in cases of emergency, the timetable or assignment of occasional teachers shall be constructed according to the same constraints that apply for the regular teacher the occasional teacher is replacing.

ARTICLE 24 EVALUATION

24.01 Occasional Teachers may request an evaluation from their principal.

ARTICLE 25 OCCUPATIONAL HEALTH AND SAFETY

25.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of occasional teachers covered under this Agreement. All occasional teachers shall cooperate with the Board in the prevention of accidents and shall make, through the Joint Health and Safety Committee, representations to the Board as to the prevention of accidents.

ARTICLE 26 JUST CAUSE

26.01

No occasional teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

The foregoing is the September 1, 2004 - August 31, 2008 Collective Agreement between the **District School Board of Niagara** and the **Ontario Secondary School Teacher's Federation - District 22 - Secondary Occasional Teachers' Bargaining Unit**.

Dated at St. Catharines, Ontario this 24th day of January, 2006.

Signed on behalf of the District School Board of Niagara :

K. C. Maves, Chair

W. R. Hoshizaki, Director of Education
and Secretary

Signed on behalf of OSSTF, District 22 (Occasional Teachers' Bargaining Unit)

